



COUNTY OF LOS ANGELES

CHIEF INFORMATION OFFICE

Los Angeles World Trade Center
350 South Figueroa Street, Suite 188
Los Angeles, CA 90017

RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Telephone: (213) 253-5600
Facsimile: (213) 633-4733

April 09, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17 April 23, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

SOLE SOURCE CONTRACT WITH PRINT OPERATIONS GROUP, INC. TO PROVIDE MANAGED PRINT SERVICES DEPLOYMENT ASSISTANCE AND AUTHORIZATION TO USE INFORMATION TECHNOLOGY FUNDS

SUBJECT

The Chief Information Office is requesting Board approval of a Sole Source Contract with Print Operations Group, Inc., to provide Managed Print Services deployment assistance, and authorization to utilize Information Technology Fund monies to fund the Contract.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Chief Information Officer (CIO) to finalize and execute the Sole Source Contract with Print Operations Group, Inc. (POG), substantially similar to the attached Contract, to provide Managed Print Services (MPS) deployment assistance, for the initial term of three years from the effective date of the Contract and the extended term of up to two additional years upon County's sole option with a Maximum Contract sum of \$2,300,000.
2. Delegate authority to the CIO to: (i) exercise approval of the two optional one-year term extensions, and (ii) execute amendments to the Contract for each acquisition of optional services using pool dollars up to \$200,000 in the aggregate over the term of the Contract by increasing the Contract sum accordingly, subject to the review and approval by County Counsel.
3. Authorize utilization of Information Technology Fund (ITF) monies to fund the Contract.
4. Delegate authority to the CIO to execute future amendments to add or change certain terms or conditions in the Contract as required by the Board of Supervisors or the CEO, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

MPS is a key County efficiency initiative which provides a range of approaches to optimize office printing. In March 8, 2011, your Board approved an agreement with POG, to conduct a Print Assessment Pilot and assist in MPS procurement for a Maximum Contract sum of \$238,000. The Print Assessment estimated potential savings of over \$9 million annually by implementing MPS. Currently, more than 43,000 print devices are estimated to be in use in the County, a ratio of one device for approximately every 2.2 employees.

A well-planned MPS program focuses on the use of a smaller number of standardized, shared, modern printers where appropriate and will offer visibility into costs in order to manage and reduce them. It should also result in improved print features, reduced power consumption, and reduced technical and administrative support. Achieving a reasonable ratio of one device for every five employees will result in the elimination of approximately 24,000 devices. This will also set the foundation to reduce print output, including paper and supplies.

The Print Assessment findings were sufficiently compelling to proceed to the next phase. In April 2012, a Request for Proposals (RFP) was issued to solicit proposals from MPS vendors that provide print optimization and related support services. The RFP resulted in the selection of two MPS vendors, Ricoh and Xerox. POG assisted with development of the RFP and supported negotiations with the MPS vendors. Agreements with the vendors were approved by your Board on January 15, 2013 and went into effect February 1, 2013 for a term of five years. Your Board also approved the following:

- Mandatory MPS participation for all County Departments (with an exception process);
- A three-year target date established for Countywide MPS deployment; and
- Selected MPS vendors authorized to provide service to County Departments.

On January 17, 2013, the CIO filed a Notice of Intent (NOI) to enter into Sole Source negotiations with Print Operations Group, Inc. to assist departments in deployment of Print Optimization Services. The notice provided that Agreements with MPS vendors stipulate a bid process based on detailed designs independently developed for each departmental deployment. Internal Services Department's (ISD) Purchasing Division will administer the bid process among the two MPS vendors, and the lowest bidder will be awarded a Work Order to implement MPS for that department. In addition, the NOI notified the Board that in order to support the Countywide MPS initiative, the CIO intended to enter into Sole Source negotiations with POG to assist departments in developing detailed designs and implementing MPS over a period of three years.

This recommended action also seeks Board authorization to award additional ITF grant funding, not to exceed \$2,300,000, to provide vendor-independent expertise to assist departments to prepare and conduct their departmental MPS selections and achieve timely, successful MPS deployment to achieve significant reductions in office printing costs.

Implementation of Strategic Plan Goals

The recommended action is consistent with the County's Strategic Plan Goal No. 1, Operational Effectiveness, which is to maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

The requested authorization will fund consulting services from POG to provide overall program support to the CIO and to provide detailed assistance to each County department over the anticipated three-year deployment period. This amount is comprised of costs and expenses not to exceed \$2,300,000 over the maximum term of five years.

The Scope of Work represents Countywide and department-specific deliverables. Countywide deliverables include transition plans and governance policies for the County, as a whole, and 33 departments. The department-specific components of the Contract represent professional services working with 33 departments to initiate each departmental deployment, develop current state and model state print environments, including current and target costs, gain end-user acceptance of the detailed design, assist preparing Statements of Work, and oversee of MPS vendor deployments. A fixed-price has been developed for each department, based on the number of department employees. This approach provides departments with best practices for print optimization project management and a standardized print strategy, while allowing each department to meet its unique requirements. The use of fixed-price by County departments and POG will have a specific amount of professional consulting days and expenses for each department, increasing the certainty the deployment services will result in successful deliverables and a controlled project cost.

The CIO will oversee POG's work and manage the successful delivery of all services within the defined budget. The Agreement also allows departments the option of contracting with POG for out-of-scope services (most likely collection of existing inventory information) via the CIO. The maximum amount of the contingency pool dollars for optional services that may be procured by the County for amending the Contract is \$200,000, which is less than 10 percent of the required Contract Sum amount. Such optional costs would be reimbursed by departments to the CIO upon amendment execution and expenditure.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contract with POG will become effective upon its execution by the CIO and POG, and continue for the initial term of three years, with the extended term of up to two optional one-year extension periods at the delegated discretion of the CIO.

The Contract contains the latest Board mandates, as well as applicable services' provisions. In addition, POG is required to notify the County when the Contract term is within six months from expiration and when its payments have reached 75 percent of the authorized Maximum Contract Sum.

The Contract has been reviewed and approved as to form by County Counsel. The Chief Executive Office's (CEO) Risk Management Branch has reviewed and concurs with the provisions relating to insurance and indemnification.

CONTRACTING PROCESS

POG was selected via competitive solicitation RFP to provide vendor-independent print assessment

and MPS selection services. The Contract for deployment services, while related to, falls outside of the Scope of Work of the original Agreement and is, therefore, entered on a Sole Source basis. To date, the County has been very satisfied with POG's performance. The original Agreement amount has not been exceeded.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The MPS deployment represents a significant undertaking for the County. POG provides processes, tools, and onsite personnel for the projected three-year deployment period that will assist departments to successfully plan and deploy MPS. MPS will affect virtually every County employee and facility. POG will work under the guidance of the CIO, which will coordinate the MPS initiative. A key element of POG's efforts will be to work with departments and vendors to meet the operational, technical, and cost-saving goals for this initiative. The CIO will provide quarterly status reports to your Board on the deployment project and will identify actual financial results compared to the projected savings.

CONCLUSION

Your Board approval of the recommended action will enable the County to achieve significant cost reductions, improve operational capabilities, and reduce environmental impacts.

Upon your Board's approval, it is requested that the Executive Officer, Board of Supervisors, return two (2) adopted stamped Board letters to the Chief Information Office.

Respectfully submitted,



RICHARD SANCHEZ

Chief Information Officer

RS:pg

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors



**CONTRACT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
THE PRINT OPERATIONS GROUP INC.
FOR
MANAGED PRINT SERVICES**

APRIL 2013

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EXHIBIT B	Payment Terms
EXHIBIT C	Pricing Schedule
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EXHIBIT D	Contractor's EEO Certification
EXHIBIT E	County's Administration
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EXHIBIT G	Acknowledgment, Confidentiality and Assignment Agreement
EXHIBIT H	Jury Service Ordinance
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EXHIBIT J	County's Travel Expense Reimbursement Policy

CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
THE PRINT OPERATIONS GROUP INC.
FOR
MANAGED PRINT SERVICES

This Contract, including all Exhibits and Attachments, is made and entered into this ____ day of _____, 2013 by and between the County of Los Angeles (hereinafter "County") on behalf of County's Chief Information Office (hereinafter "CIO") and The Print Operations Group Inc., an Alberta, Canada corporation (hereinafter "Contractor"), located at Suite 404, 205 Riverfront Avenue SW, Calgary, Alberta, T2P 5K4 Canada (hereinafter "Contractor" or "POG").

RECITALS

WHEREAS, County may contract with private businesses for information systems and services when certain requirements are met; and

WHEREAS, Contractor is a private firm specializing in providing Managed Print Services and other related services (hereinafter "Services"); and

WHEREAS, County does not have the requisite technical staff with the specific skills and expertise necessary to perform the Services; and

WHEREAS, County is authorized by the California Government Code, Section 31000 to contract for special services, including the Services described herein; and

WHEREAS, County desires to engage Contractor, and Contractor is prepared, to provide such Services (hereinafter, also, "Project").

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the parties agree as follows:

1. INTERPRETATION

1.1 APPLICABLE DOCUMENTS

The body of this document (hereinafter "Base Contract"), including without limitation the Recitals hereto along Exhibits A, B, C, D, E, F, G, H, I and J and all Schedules thereto, attached hereto and incorporated herein by reference and collectively form and throughout and hereinafter are referred to as the "Contract". In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between this base Contract and the Exhibits and Schedules thereto, or between Exhibits and Schedules, such conflict or inconsistency shall be resolved by giving precedence first to this Base Contract and then to the Exhibits and Schedules according to the following descending priority.

- EXHIBIT A – Statement of Work
 - Attachment A.1 – Deployment Process
 - Attachment A.2 – Floor Plans
 - Attachment A.3 – Program Content
- EXHIBIT B – Payment Terms
- EXHIBIT C – Pricing Schedule
 - Schedule C.1 – Schedule of Services
- EXHIBIT D – Contractor's EEO Certification
- EXHIBIT E – County's Administration
- EXHIBIT F – Contractor's Administration
- EXHIBIT G – Acknowledgment, Confidentiality and Assignment Agreement
- EXHIBIT H – Jury Service Ordinance
- EXHIBIT I – Safely Surrendered Baby Law

1.2 ENTIRE CONTRACT

This Contract, including all Exhibits and Schedules thereto, constitutes the complete and exclusive statement of understanding between the parties and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of the Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8 (Change Notices and Amendments) and signed by both parties.

2. DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

2.1 BASE CONTRACT

As used herein, the term "Base Contract" shall have the meaning specified in the Recitals above.

2.2 BUSINESS DAY

As used herein, the term "Business Day" shall mean Monday through Friday, excluding County observed holidays.

2.3 BOARD OF SUPERVISORS; BOARD

As used herein, the terms "Board of Supervisors" and "Board" shall mean County's Board of Supervisors.

2.4 CIO

As used herein, the term "CIO" shall mean County's Chief Information Office.

2.5 CONFIDENTIALITY AGREEMENT

As used herein, the term “Confidentiality Agreement” shall mean and refer to the terms and conditions of Exhibit G (Acknowledgment, Confidentiality and Assignment Agreement).

2.6 CONSULTANT

As used herein, the term “Consultant” shall mean any one of the persons providing Services under the Contract on behalf of Contractor.

2.7 CONTRACT

As used herein, the term “Contract” shall mean the agreement executed between County and Contractor consisting of the terms and conditions for the provision of the tasks, subtasks, deliverables, goods, services and other work set forth herein, including Exhibit A (Statement of Work), as further defined in Paragraph 1.1 (Applicable Documents).

2.8 CONTRACT SUM

As used herein, the term “Contract Sum” shall have the meaning specified in Paragraph 5.1 under Paragraph 5 (Contract Sum).

2.9 CONTRACTOR; POG

As used herein, the terms “Contractor” and “POG” shall mean the sole proprietor, partnership or corporation that has entered into a Contract with County to perform the Services hereunder, as further identified in the Preamble to the Contract.

2.10 CONTRACTOR’S ADMINISTRATION

As used herein, the term “Contractor’s Administration” shall have the meaning specified in Paragraph 7.1 (Contractor’s Administration).

2.11 CONTRACTOR’S EXECUTIVE

As used herein, the term “Contractor’s Executive” shall mean the person designated as such in Exhibit F (Contractor’s Administration), who shall be authorized to execute documents on behalf of and bind Contractor under the Contract.

2.12 CONTRACTOR’S PROJECT DIRECTOR

As used herein, the term “Contractor’s Project Director” shall have the meaning specified in Paragraph 7.2 (Contractor’s Project Director).

2.13 CONTRACTOR’S PROJECT MANAGER

As used herein, the term “Contractor’s Project Manager” shall have the meaning specified in Paragraph 7.3 (Contractor’s Project Manager).

2.14 COUNTY

As used herein, the term “County” shall mean the County of Los Angeles, California.

2.15 COUNTY’S ADMINISTRATION

As used herein, the term “County’s Administration” shall have the meaning specified in Paragraph 6.1 (County’s Administration).

2.16 COUNTY'S PROJECT DIRECTOR

As used herein, the term "County's Project Director" shall have the meaning specified in Paragraph 6.2 (County's Project Director).

2.17 COUNTY'S PROJECT MANAGER

As used herein, the term "County's Project Manager" shall have the meaning specified in Paragraph 6.3 (County's Project Manager).

2.18 DAY(S)

As used herein, the term "day(s)", whether singular or plural, shall mean calendar day(s), unless otherwise specified.

2.19 DELIVERABLES(S)

As used herein, the term "Deliverable(s)" and "deliverable(s)", whether singular or plural, shall mean the Services to be performed by Contractor under this Contract, including those set forth in Exhibit A (Statement of Work) and any Work Order.

2.20 DEPARTMENT

As used herein, the term "Department" shall mean any one of the County Departments or agencies which may receive Services under this Contract.

2.21 DEPARTMENT PROJECT MANAGER

As used herein, the term "County's Project Manager" shall have the meaning specified in Paragraph 6.4 (Department Project Manager).

2.22 DIRECTOR

As used herein, the term "Director" shall mean County's Chief Information Officer.

2.23 DISPUTE RESOLUTION PROCEDURE

As used herein, the term "Dispute Resolution Procedure" shall mean and refer to the provisions of Paragraph 64 (Dispute Resolution Procedure) describing the procedure for resolving the disputes arising under or with respect to this Contract.

2.24 EFFECTIVE DATE

As used herein, the term "Effective Date" shall mean the date of execution of this Contract by County and Contractor.

2.25 EXTENDED TERM

As used herein, the term "Extended Term" shall have the meaning specified in Paragraph 4 (Term of Contract).

2.26 FISCAL YEAR

As used herein, the term "Fiscal Year" shall mean the twelve (12) month period beginning July 1st and ending the following June 30th.

2.27 INITIAL TERM

As used herein, the term "Extended Term" shall have the meaning specified in Paragraph 4 (Term of Contract).

2.28 MAXIMUM FIXED PRICE

As used herein, the term "Maximum Fixed Price" shall mean a not-to-exceed amount to be paid by County to Contractor for Services, including Required Services and Optional Services, provided by Contractor for each Department under the Contract pursuant to any agreed upon Work Order, as specified in Exhibit B (Payment Terms), Exhibit C (Pricing Schedule) and/or any such Work Order.

2.29 MAXIMUM REQUIRED AMOUNT

As used herein, the term "Maximum Required Amount" shall mean a not-to-exceed total of all Maximum Fixed Prices for all Required Services that may be provided by Contractor for all County Departments on a Work Order basis.

2.30 MILESTONE

As used herein, the term "Milestone" shall mean any of the Statement of Work milestones, as may further be defined in the Statement of Work, Pricing Schedule or any Work Order.

2.31 MPS

As used herein, the term "MPS" shall mean and refer to Managed Print Services provided by Contractor to County pursuant to this Contract.

2.32 OPTIONAL SERVICES

As used herein, the term "Optional Services" shall mean Services that may be provided by Contractor to County upon County's request therefor and the parties' agreement on a Work Order, including a Maximum Fixed Price.

2.33 POOL DOLLARS

As used herein, the term "Pool Dollars" shall mean the amount allocated under the Contract for the provision by Contractor of Optional Services as provided herein, all requested and approved by County in accordance with the terms of this Contract.

2.34 PRICING SCHEDULE

As used herein, the term "Pricing Schedule" shall mean the pricing terms relating to this Contract as specified in Exhibit C (Pricing Schedule).

2.35 PROJECT

As used herein, the term "Project" shall have the meaning specified in the Recitals of the Base Contract.

2.36 PROJECT PLAN

As used herein, the term "Project Plan" shall mean the agreed upon timeline for the deployment of Managed Print Services for the Departments.

2.37 REQUIRED SERVICES

As used herein, the term "Required Services" shall mean the Services relating to the deployment of Managed Print Services that are required to be provided by Contractor during the term of this Contract pursuant to Exhibit A (Statement of Work) and any applicable Work Order.

2.38 SERVICES

As used herein, the term “Services” shall mean Managed Print Services and other related services to be provided by Contractor during the term of, and pursuant to, this Contract, as described in Exhibit A (Statement of Work), including Required Services and Optional Services.

2.39 STATE

As used herein, the term “State” shall mean the State of California, USA.

2.40 STATEMENT OF WORK; SCOPE OF WORK

As used herein, the terms “Statement of Work” and “Scope of Work” shall mean the tasks, subtasks, deliverables, goods, services and other work set forth in Exhibit A (Statement of Work), including all applicable Work Orders.

2.41 TASK(S)

As used herein, the terms “Task(s)” and “task(s)”, whether singular or plural, shall mean any of the areas of Services to be performed by Contractor under this Contract, including those set forth in Exhibit A (Statement of Work) and any applicable Work Order.

2.42 VENDOR

As used herein, the term “Vendor” shall mean any County selected provider(s) of printing equipment, services and supplies.

2.43 WORK ORDER

As used herein, the term “Work Order” shall mean the agreed upon terms of any component of Required Services related to any Department MPS deployment or any Optional Services to be provided by Contractor to County pursuant to this Contract.

3. WORK

- 3.1 Pursuant to the provisions of this Contract, upon County’s notice to proceed, Contractor shall fully perform, complete and deliver on time and in accordance with the terms of the Contract, all tasks, subtasks, deliverables, goods, services and other work as set forth herein, including Exhibit A (Statement of Work) and any applicable Work Order.
- 3.2 If Contractor provides any tasks, subtasks, deliverables, goods, services or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.
- 3.3 Upon completion by Contractor and approval by County of the Services requested by County and set forth in Exhibit A (Statement of Work), County will update the log of Services in Exhibit C (Project Schedule) accordingly.

4. TERM OF CONTRACT

- 4.1 The term of this Contract shall commence upon the Effective Date and shall continue for three (3) years thereafter, unless sooner terminated or extended, in whole or in part, as provided in this Contract (hereinafter “Initial Term”).
- 4.2 At the end of the Initial Term, County may, at its sole option, extend this Contract for up to two (2) additional one-year terms (hereinafter “Extended Term”). County shall be deemed to have exercised its extension option automatically, without further act, unless, no later than thirty (30)

days prior to the expiration of the Initial Term, or the Extended Term, as applicable, the Director, in his/her sole discretion, notifies Contractor in writing that County elects not to extend the Contract pursuant to this Paragraph 4.2.

- 4.3 As used throughout this Contract, the word "term" shall include the Initial Term and the any Extended Term, to the extent County exercises its option under this Paragraph 4.
- 4.4 Contractor shall notify County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County's Project Director, with a copy to County's Project Manager, at the address set forth in Exhibit E (County's Administration).
- 4.5 County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a Contract term extension option.

5. CONTRACT SUM

- 5.1 The Contract Sum under this Contract shall be the maximum total monetary amount payable by County to Contractor for supplying all tasks, subtasks, deliverables, goods, services and other work provided by Contractor during the term of the Contract, including all Required Services and any Optional Services, and shall not exceed Two Million Three Hundred Thousand Dollars (\$2,300,000), as further detailed in Exhibit B (Payment Terms) and Exhibit C (Pricing Schedule). There is no guarantee that the entire Contract Sum amount shall be paid to Contractor under the Contract.
- 5.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written consent witnessed by a written Amendment to the Contract, which is formally approved and executed by the parties as provided herein.
- 5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Contract Sum. Upon occurrence of this event, Contractor shall send written notification to County's Project Director, with a copy to County's Project Manager, at the address set forth in Exhibit E (County's Administration).

5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 INVOICES AND PAYMENTS

- 5.5.1 Contractor shall invoice County only for providing the tasks, subtasks, deliverables, goods, services and other work specified in Exhibit A (Statement of Work) and elsewhere hereunder, including any applicable Work Order. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Contract. Contractor's payments shall be as provided in Exhibit B (Pricing Schedule). Unless otherwise agreed to in a Work Order, Contractor shall be paid in arrears only for the tasks, subtasks, deliverables, goods, services and other work approved and accepted in writing by County. If County does not approve and accept any work in writing, no payment shall be due to Contractor for that work.
- 5.5.2 Contractor's invoices shall be priced in accordance with Exhibit B (Pricing Schedule) and shall contain the information set forth in Exhibit A (Statement of Work) or any applicable Work Order describing the tasks, subtasks, deliverables, goods, services, and/or other work for which payment is claimed. Contractor's amounts for Services shall not increase beyond those specified in Exhibit B (Pricing Schedule) during the term of the Contract.
- 5.5.3 Contractor shall submit all invoices to County's Project Director, with a copy to County's Project Manager, within thirty (30) calendar days following County's approval and acceptance of the Services invoiced at the addresses set forth in Exhibit E (County's Administration). The invoices shall be in a form approved by County's Project Director and shall meet the following requirements:
- (a) Invoices must contain the Contract Number.
 - (b) Invoices must include the number(s) and description of the Deliverable(s) and/or Work Order being invoiced.
 - (c) Invoices must be submitted to County's Project Director, with a copy to County's Project Manager.
 - (d) Upon approval by County's Project Director, payments will be processed by County in a timely manner.
- 5.5.4 Payments for the Services provided under this Contract will be processed monthly in arrears within thirty (30) days following receipt by all necessary County personnel identified above, provided that Contractor is not in default under any provision of the Contract and has submitted a complete and accurate statement of payment due, along with supporting documentation.
- Payment may be subject to deduction for failure to meet performance standards as defined in the Contract, the Statement of Work and/or any applicable Work Order.
- 5.5.5 County may delay the last payment due until one (1) month after the termination of the Contract. Contractor shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract not deducted from any payment made by County to Contractor.

5.5.6 COUNTY APPROVAL OF INVOICES

All invoices submitted by Contractor for payment must have the written approval of County's Project Manager prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

6. ADMINISTRATION OF CONTRACT – COUNTY

6.1 COUNTY’S ADMINISTRATION

A listing of all County personnel responsible for the administration of this Contract on behalf of County (hereinafter “County’s Administration”), as referenced in this Paragraph 6 below, is set forth in Exhibit E (County’s Administration). No member of County’s Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8 (Change Notices and Amendments). County shall notify Contractor in writing of any change in the names or addresses shown.

6.2 COUNTY’S PROJECT DIRECTOR

County’s Project Director will be responsible for ensuring that the objectives of this Contract are met. County’s Project Director will have the right at all times to inspect any and all tasks, subtasks, deliverables, goods and other Services provided by or on behalf of Contractor. All work performed under this Contract shall be subject to the approval of County’s Project Director or designee.

6.3 COUNTY’S PROJECT MANAGER

County’s Project Manager will be responsible for ensuring that the technical, business and operation standards and requirements of this Contract are met and overseeing the day-to-day administration of this Contractor. County’s Project Manager shall have full authority to supervise Contractor’s performance in the daily operation of this Contract and shall also provide direction to Contractor in areas relating to policy, procedures and other matters within the purview of this Contract. County’s Project Manager will on a regular basis interface with Contractor’s Project Manager. County’s Project Manager will report to County’s Project Director regarding Contractor’s performance with respect to the technical, business and operational standards and requirements of this Contract.

For purposes of this Contract, County’s Project Manager is the designee of County’s Project Director.

6.4 DEPARTMENT PROJECT MANAGER

Each Department Project Manager will be responsible for ensuring that the technical, business and operation standards and requirements of this Contract as they relate to his/her applicable Department. The Department Project Manager shall be designated by County and shall monitor Contractor’s performance in the daily operation of this Contract as it relates to his/her applicable Department. The Department Project Manager will interface with Contractor’s Project Manager. The Department Project Manager will report to County’s Project Director regarding Contractor’s performance with respect to the technical, business and operational standards and requirements of this Contract as they relate to his/her applicable Department. Unless stated otherwise, the Department Project Manager shall be the designee of County’s Project Manager with respect to the technical, business and operation standards and requirements of this Contract as they relate to his/her applicable Department.

7. ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 CONTRACTOR’S ADMINISTRATION

A listing of all Contractor personnel responsible for the administration of this Contract on behalf of Contractor (hereinafter “Contractor’s Administration”), as referenced in this Paragraph 7

below, is set forth in Exhibit F (Contractor's Administration). No member of Contractor's Administration is authorized to make any changes in any of the terms and conditions of this Contract unless specifically authorized under Paragraph 8 (Change Notices and Amendments). Contractor shall notify County in writing of any change in the names or addresses shown. All staff employed by and/or on behalf of Contractor shall be adults who are fully fluent in both spoken and written English.

7.2 CONTRACTOR'S PROJECT DIRECTOR

Contractor's Project Director shall be a full-time employee or an approved subcontractor of Contractor who shall be responsible for Contractor's compliance with the terms of this Contract. Contractor's Project Director shall interface with County's Project Director and shall be available during business hours acceptable to County for telephone contact and/or meetings as required by County and shall report to County in the manner set forth in this Contract, including Exhibit A (Statement of Work).

7.3 CONTRACTOR'S PROJECT MANAGER

Contractor's Project Manager shall be a full-time employee or an approved subcontractor of Contractor who shall be responsible for Contractor's performance of all Services under the Contract and ensuring Contractor's compliance with the requirements of this Contract. Contractor's Project Manager shall interface with County's Project Manager and the Department Project Manager(s), as applicable, on a regular basis and shall be available during business hours acceptable to County for telephone contact and/or meetings as required by County and shall report to County in the manner set forth in this Contract, including Exhibit A (Statement of Work).

7.4 APPROVAL OF CONTRACTOR'S STAFF

Contractor shall provide qualified personnel to provide Services and other work under the Contract, including any and all Consultants. County has the absolute right to approve or disapprove any member of Contractor's Administration or any Consultants providing Services under the Contract and any proposed changes in Contractor's Administration staff or Consultants, including but not limited to Contractor's Project Manager.

Contractor shall remove and replace any employee working on this Contract when requested to do so by County. Request will be submitted to Contractor by County in writing stating the reasons for the removal, provided that such reasons are based on reported instances of malfeasance, impropriety or violation of Contractor or County rules by the employee.

7.5 BACKGROUND AND SECURITY INVESTIGATIONS

7.5.1 At any time prior to or during term of this Contract, County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance.

7.5.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of this Contract. County will not provide to Contractor nor to Contractor's staff any information obtained through County conducted background clearance.

- 7.5.3 County may immediately, at its sole discretion, deny or terminate facility access to any of Contractor's staff that does not pass such investigation(s) to the satisfaction of County whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification, if any, of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all Services and other work in accordance with the terms and conditions of this Contract.

7.6 CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall, at its sole expense, furnish and require every on-duty employee providing services under this Contract at a County facility to wear a visible photo identification badge identifying employee by name, physical description and company. Such badge shall display on employee's person at all times he/she is on County designated property.

8. CHANGE NOTICES AND AMENDMENTS

- 8.1 No representative of either County or Contractor, including those named in this Contract, is authorized to make any changes in any of the terms, obligations or conditions of this Contract, except through the procedures set forth in this Paragraph 8. County reserves the right to change any portion of the work required under this Contract or to amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished only as provided in this Paragraph 8.
- 8.2 For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a Change Notice may be prepared in writing and signed by County's Project Director, or designee, and Contractor's Project Manager. Consistent with the foregoing, County's Project Director, or designee, is specifically authorized to execute Change Notices for the acquisition of Optional Services using Pool Dollars and to update Schedule C.1 (Pricing Schedule) consistent with the expenditures authorized under the Contract.
- 8.3 Except as otherwise provided in this Contract, for any change which materially affects the scope of work or any term or condition included in this Contract, a negotiated Amendment to this Contract shall required to be executed in writing by County's Board of Supervisors and Contractor's authorized representative(s). Notwithstanding the foregoing, the Director is specifically authorized to execute Amendments for the acquisition of Optional Services using Pool Dollars, by among others increasing the maximum Contract Sum, adding to the total amount of Pool Dollars expended under the Contract and updating Schedule C.1 (Pricing Schedule) accordingly, up to and including \$200,000 for the maximum term of the Contract.
- 8.4 County's Board of Supervisors, Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by Contractor's authorized representative(s) and the Director.
- 9. ASSIGNMENT AND DELEGATION**
- 9.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this

Paragraph 9.1, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

- 9.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in the form of an Amendment in accordance with applicable provisions of this Contract, including the need for an Amendment.
- 9.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract by County. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 9.4 For any change affecting Contractor's Administration or Contractor's project personnel, Contractor shall submit to County Project Director, with a copy to County's Project Manager, written notification and request to effect the requested change. County's Project Director or designee may accept or reject such notification and request.

10. AUTHORIZATION WARRANTY

Contractor represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

11. BUDGET REDUCTIONS

In the event that County's Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of this Contract (including any extensions), and the Services and other work to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Services and other work set forth in this Contract.

12. COMPLIANCE WITH APPLICABLE LAW

- 12.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and

all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

- 12.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 12 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

13. COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with Exhibit D (Contractor's EEO Certification).

14. COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

14.1 JURY SERVICE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit H (Jury Service Ordinance) and incorporated herein by reference.

14.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

- 14.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
- 14.2.2 For purposes of this Paragraph 14, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of

hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph 14. The provisions of this Paragraph 14 shall be inserted into any such subcontract agreement, and a copy of the Jury Service Program shall be attached to the agreement.

- 14.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- 14.2.4 Contractor's violation of this Paragraph 14 of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

15. CONFLICT OF INTEREST

- 15.1 No County employee whose position with County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
- 15.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 15 shall be a material breach of this Contract.

16. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the Effective Date to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the term of this Contract.

17. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 17.1 Should Contractor require additional or replacement personnel after the Effective Date, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.
- 17.2 In the event that both the laid-off County employees and the GAIN/GROW participants are available for hiring, County employees shall be given first priority.

18. CONTRACTOR RESPONSIBILITY AND DEBARMENT**18.1 RESPONSIBLE CONTRACTOR**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is County's policy to conduct business only with responsible contractors.

18.2 CHAPTER 2.202 OF THE COUNTY CODE

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

18.3 NON-RESPONSIBLE CONTRACTOR

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

18.4 CONTRACTOR HEARING BOARD

- 18.4.1 If there is evidence that Contractor may be subject to debarment, County will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 18.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and

County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 18.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 18.4.4 If Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- 18.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where (i) Contractor has been debarred for a period longer than five (5) years; (ii) the debarment has been in effect for at least five (5) years; and (iii) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 18.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

18.5 SUBCONTRACTORS OF CONTRACTOR

These terms of this Paragraph 18 shall also apply to subcontractors of County contractors.

19. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

20. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 20.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 20.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

21. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

22. COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

23. DAMAGE TO COUNTY FACILITIES, BUILDINGS AND GROUNDS

- 23.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 23.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

24. EMPLOYMENT ELIGIBILITY VERIFICATION

- 24.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 24.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

25. FACSIMILE REPRESENTATIONS

County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Change Notices prepared pursuant to Paragraph 8 (Change Notices and Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Change Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

26. FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

27. FORCE MAJEURE

- 27.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph 27 as "force majeure events").
- 27.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be

furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 27, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 27.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

28. GOVERNING LAW, JURISDICTION AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

29. INDEPENDENT CONTRACTOR STATUS

- 29.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 29.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 29.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.
- 29.4 Contractor shall adhere to the provisions stated in Paragraph 41 (Confidentiality).

30. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 30 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense.

31. INSURANCE

31.1 GENERAL INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 31, including Paragraph 31.4 (Insurance Coverage Requirements), of this Base Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

31.2 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY

- 31.2.1 A certificate(s) of insurance coverage (Certificate) satisfactory to County and a copy of an Additional Insured endorsement confirming that County and its Agents (defined below) have been given Insured status under Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 31.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 31.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- 31.2.4 Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to County's Project Director, with a copy to County's Project Manager, at the address set forth in Exhibit E (County's Administration).

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

31.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status

under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

31.3.1 CANCELLATION OF OR CHANGES IN INSURANCE

Contractor shall provide County, or Contractor's insurance policies shall contain, a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of this Contract, in the sole discretion of County, upon which County may suspend or terminate this Contract.

31.3.2 FAILURE TO MAINTAIN INSURANCE

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the Required Insurance and, without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

31.3.3 INSURER FINANCIAL RATINGS

Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

31.3.4 CONTRACTOR'S INSURANCE SHALL BE PRIMARY

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

31.3.5 WAIVERS OF SUBROGATION

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

31.3.6 SUBCONTRACTOR INSURANCE COVERAGE REQUIREMENTS

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance

provisions herein, and shall require that each subcontractor name County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

31.3.7 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

31.3.8 CLAIMS MADE COVERAGE

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the Effective Date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

31.3.9 APPLICATION OF EXCESS LIABILITY COVERAGE

Contractor may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

31.3.10 SEPARATION OF INSUREDs

All liability policies shall provide cross liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

31.3.11 ALTERNATIVE RISK FINANCING PROGRAMS

County reserves the right to review, and then approve, Contractor's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

31.3.12 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

31.4 INSURANCE COVERAGE REQUIREMENTS

31.4.1 GENERAL LIABILITY

Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

31.4.2 AUTOMOBILE LIABILITY

Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

31.4.3 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

31.4.4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS

Professional Liability/Errors and Omissions Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$1 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

32. LIQUIDATED DAMAGES

- 32.1 If, in the judgment of the Director, or his/her designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereunder, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from County will be forwarded to Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 32.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may:
 - (a) Deduct from Contractor's payment, pro rata, those applicable portions of the monthly amounts due to Contractor; and/or

- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction and that Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County's payment to Contractor; and/or
- (c) Upon giving five (5) days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

32.3 The action noted in Paragraph 32.2 above shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Contract.

32.4 This Paragraph 32 shall not, in any manner, restrict or limit County's right to damages for any breach of this Contract provided by law or as specified in Paragraph 32.2 above or otherwise in this Contract and shall not, in any manner, restrict or limit County's right to terminate this Contract as agreed to herein.

33. APPROVAL OF WORK

All tasks, subtasks, "work products" (deliverables), services or other work performed by Contractor are subject to the written approval of County's Project Manager or designee. Approval or rejection of deliverable(s) will not be unreasonably withheld by County.

34. NONDISCRIMINATION AND AFFIRMATIVE ACTION

34.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.

34.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

34.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

34.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 34.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 34.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 34 when so requested by County.
- 34.7 If County finds that any provisions of this Paragraph 34 have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 34.8 The parties agree that in the event Contractor violates any of the anti discrimination provisions of this Contract, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

35. NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

36. NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

37. NOTICE OF DISPUTES

Contractor shall bring to the attention of County's Project Director and County's Project Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If County's Project Director, with assistance from County's Project Manager, is not able to resolve the dispute, the Director or designee shall resolve it.

38. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

39. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

40. NOTICES

- 40.1 Notices required or permitted to be given under the terms of this Contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to County shall be addressed to the applicable parties as identified in Exhibit E (County's Administration).

The notices and envelopes containing same to Contractor shall be addressed to the applicable parties as identified in Exhibit F (Contractor's Administration).

Addresses may be changed by either party giving ten (10) day's prior written notice thereof to the other. The Director's designee shall have the authority to issue all notices or demands required or permitted by County under this Contract.

- 40.2 In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor.

41. CONFIDENTIALITY

- 41.1 Contractor shall maintain the confidentiality of all records and information, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information privacy and security and the protection of confidential records and information.
- 41.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 41, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 41 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 41.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing Services or other work hereunder of the confidentiality provisions of this Contract. Contractor shall ensure that each Consultant and any other person performing work for or on behalf of

Contractor shall sign and adhere to the terms and conditions set forth in Exhibit G (Acknowledgment, Confidentiality and Assignment Agreement) prior to commencing any work under the Contract.

42. PUBLIC RECORDS ACT

- 42.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 44 (Record Retention and Inspection/Audit Settlement) of this Contract; as well as any documents which were required to be submitted by Contractor in response to the Request for Proposals resulting in this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements that meet the exceptions set forth in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential" or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 42.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential" or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

43. PUBLICITY

- 43.1 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Contract within the following conditions:
- Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director or designee. County shall not unreasonably withhold written consent.
- 43.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 43 shall apply.

44. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data

and information, shall be kept and maintained by Contractor and shall be made available to County, whether by mail, cloud, media, email or otherwise, during the term of this Contract and for a period of five (5) years thereafter, unless County's written permission is given to dispose of any such material prior to such time. In the event that law prohibits the audited information from being copied or otherwise distributed as specified herein, requiring County personnel to travel outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 44.1 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 44.2 Failure on the part of Contractor to comply with any of the provisions of this Paragraph 44 shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.
- 44.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either (a) repaid by Contractor to County by cash payment upon demand or (b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

45. RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

46. SUBCONTRACTING

- 46.1 The requirements of this Contract may not be subcontracted by Contractor without the advance approval of County. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Contract.
- 46.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly upon County's request:
 - (a) A description of the work to be performed by the subcontractor;
 - (b) A draft copy of the proposed subcontract; and
 - (c) Other pertinent information and/or certifications requested by County.

- 46.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 46.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 46.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
- 46.6 County's Project Director is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for its files.
- 46.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 46.8 Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the required insurance provisions set forth in this Contract.

47. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 20 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to Paragraph 50 (Termination for Default) and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

48. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 21 (Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program~~Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program~~), shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor pursuant to County Code Chapter 2.206.

49. TERMINATION FOR CONVENIENCE

- 49.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which

performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

- 49.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 49.3 After receipt of the Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine, on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.
- 49.4 Subject to the provisions of Paragraphs 49.1 and 49.2 above, County and Contractor shall negotiate an equitable amount to be paid to Contractor by reason of the total or partial termination of work pursuant to this Paragraph 49. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. County shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
- 49.5 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Paragraph 44 (Record Retention and Inspection/Audit Settlement).

50. TERMINATION FOR DEFAULT

- 50.1 County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County:
- (a) Contractor has materially breached this Contract; or
 - (b) Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service or other work required either under this Contract; or
 - (c) Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business Days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
- 50.2 In the event that County terminates this Contract in whole or in part as provided in Paragraph 50.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to

County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Paragraph 50.2.

- 50.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Paragraph 50.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 51.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 50.4 If, after County has given notice of termination under the provisions of this Paragraph 50, it is determined by County that Contractor was not in default under the provisions of this Paragraph 50, or that the default was excusable under the provisions of Paragraph 50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 49 (Termination for Convenience).
- 50.5 The rights and remedies of County provided in this Paragraph 50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

51. TERMINATION FOR IMPROPER CONSIDERATION

- 51.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 51.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 51.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

52. TERMINATION FOR INSOLVENCY

- 52.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor; or
- The execution by Contractor of a general assignment for the benefit of creditors.

52.2 The rights and remedies of County provided in this Paragraph 52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

53. TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate or suspend this Contract.

54. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future Fiscal Years unless and until the Board of Supervisors appropriates funds for this Contract in County's budget for each such future Fiscal Year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

55. VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

56. WAIVER

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies specified in this Paragraph 56 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

57. WARRANTY AGAINST CONTINGENT FEES

57.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage,

brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

- 57.2 For breach of this warranty, County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

58. COUNTY LOBBYISTS

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts which do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

59. PROHIBITION FROM INVOLVEMENT IN THE BIDDING PROCESS OF FUTURE RFPS

Contractor understands and agrees that neither Contractor nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposals developed or prepared by or with the assistance of Contractor's services rendered pursuant to this Contract, whether as a prime contractor or subcontractor, or as a contractor to any other prime contractor or subcontractor. Any such involvement by Contractor shall result in the rejection by County of the bid or proposal by the prime contractor in question.

60. PROPRIETARY RIGHTS

- 60.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all information, data, plans, diagrams, reports and other documents and records (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract. Contractor shall ensure that each Consultant and any other person providing work for or on behalf of Contractor shall fully execute Exhibit G (Acknowledgment, Confidentiality and Assignment Agreement) prior to commencing any work under the Contract.
- 60.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use, at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 60.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and

which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Director or designee as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

- 60.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 60.5 Notwithstanding any other provision of this Contract, County will not be obligated to Contractor in any way under Paragraph 60.4 above for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 60.3 above or for any disclosure which County is required to make under any state or federal law or order of court.
- 60.6 All the rights and obligations of this Paragraph 60 shall survive the expiration or termination of this Contract.

61. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates, if any, required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to the performance of this Contract, and shall further ensure that all of its officers, employees and agents who perform Services and other work hereunder shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations and certificates which are applicable to their performance of Services and other work hereunder. A copy of each such license, permit, registration, accreditation and certificate required by law shall be provided to County's Project Director, with a copy to County's Project Manager, at the address set forth in Exhibit E (County's Administration) upon request.

62. INTELLECTUAL PROPERTY INDEMNIFICATION

- 62.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- 62.2 In the event any equipment, software or services product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
- Procure for County all rights to continued use of the questioned equipment, software or services product; or

- Replace the questioned equipment, software or services product with a non-questioned item; or
- Modify the questioned equipment, software or services product so that it is free of claims.

62.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

63. PROHIBITION AGAINST INDUCEMENT AND PERSUASION

Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

64. DISPUTE RESOLUTION PROCEDURE

64.1 Contractor and County agree to act immediately to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Paragraph 64 (such provisions shall be collectively referred to as the "Dispute Resolution Procedure"). Time is of the essence in the resolution of disputes.

64.2 Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay of their performance hereunder.

64.3 In the event of any dispute between the parties with respect to this Contract, Contractor and County shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

64.4 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.

64.5 In the event that the Project Directors are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute to them, then the matter shall be immediately submitted to Contractor's Executive and the Director. These persons shall have ten (10) days to attempt to resolve the dispute.

64.6 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Contract and/or its rights and remedies as provided by law.

64.7 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in this Paragraph 64, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face to face meeting or by telephone, or in writing by exchange of correspondence.

64.8 Notwithstanding any other provision of this Agreement, either party's right to seek injunctive relief to enforce the provisions of Paragraph 41 (Confidentiality) shall not be subject to this

Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of a party's rights and shall not be deemed to impair any claims that such party may have against the other or either party's rights to assert such claims after any such injunctive relief has been obtained.

IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Contract to be effective the day, month and year first above written.

COUNTY:
CHIEF INFORMATION OFFICE

By _____
Richard Sanchez, Chief Information Officer

CONTRACTOR: _____

By _____
Signature

Print Name

Title _____

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
VICTORIA MANSOURIAN
Senior Deputy County Counsel

EXHIBIT A
STATEMENT OF WORK
FOR
MANAGED PRINT SERVICES

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4. SCOPE OF WORK

1. GENERAL

1.1 INTRODUCTION

This Exhibit A (Statement of Work) consists of tasks, subtasks, deliverables, goods, services and other work Contractor shall be required to deliver during the term of this Contract for the provision of Managed Print Services (“Services”).

The following Schedules are attached to and form a part of this Exhibit A:

Schedule A.1 – Deployment Process

Schedule A.2 – Floor Plans

Schedule A.3 – Program Content

1.2 OVERVIEW

The scope of work under this Contract in providing Services to County hereunder shall include, but is not limited to the activities set forth below.

NO.	NAME	DESCRIPTION
COUNTY-WIDE (I.E. ONE-TIME ACTIVITY)		
1	TRANSITION PLANNING	Generate the specific detailed action plans, cash flow analysis, resource requirements and MS Project Plan required by the Project Management team to ensure the defined solution can be implemented in an efficient and cost effective manner, while delivering the maximum cost reductions available.
2	GOVERNANCE	Develop a Policy and Governance document to be used to guide executives and staff in making the correct / “best fit” print related decisions centrally and across individual Departments. This document will serve as the Executive Mandate
“BY DEPARTMENT” ACTIVITIES X 33 DEPARTMENTS		
3	ASSET INVENTORY	Print device inventory is a requirement for building the financial business case and deployment. <u>Optional:</u> POG service for those departments that do not have the time or resources available to conduct the necessary print asset inventory on their own.
4	FINANCIAL BUSINESS CASE	Each Department will require their own unique financial business case to justify immediate deployment or support further detailed analysis.
5	DEPLOYMENT	<ul style="list-style-type: none"> • Project Management Assistance • Cultural Navigation© → Securing end user buy-in • Vendor Coordination / Hardware Installation
6	SUSTAINMENT	<i>Before and After</i> metrics reports are included in this scope. <u>Optional:</u> Continuous improvement benchmarking and trends analysis, along with Key Performance Indicators (KPIs) and Key Sustainment Indicators (KSIs or “green” metrics) are critical to understanding and managing both the print infrastructure environment, and those internal or external resources managing it.

1.3 OBJECTIVES

1.3.1 PRINT OPTIMIZATION SKILL DEVELOPMENT PROGRAM

With the introduction of POG's skill development and associated training manuals, County can assume more management and cost control of the deployment over the three-year Print Optimization Program. The Skill Development will provide County with the processes, programs, methodology, intellectual property and tools to be successful and capture and maximize available savings. The Skill Development required by County includes:

- Transition Plan / Project Charter
- Governance / Print Policy
- Deployment Services Program©

1.3.2 SUSTAINMENT

Metrics will be critical to measure progress and success specific to individual departments and the vendor providing the technology and support services to that department. Roll-up metrics will ensure County is achieving the cost reduction targets. The initial business case will provide the current state or *Before* metrics. POG will provide LA County with one *Print Optimization Metrics*© (POM) report for each department at the completion of the deployment as a way to measure the *After* financials. Departments may be able continue on with quarterly POM reporting in the form of Optional Services upon request and following approval from County's Project Director or designee of an agreed upon Work Order.

1.4 DEFINITIONS

The capitalized terms used throughout this Exhibit A shall have the meanings given to such terms in this Exhibit A. All other capitalized terms used in this Exhibit A without definitions shall have the meanings given to such terms in the Base Contract or otherwise in the Contract, as applicable.

2. ROLES AND RESPONSIBILITIES

2.1 HIGH LEVEL ROLES AND RESPONSIBILITIES

Below is a table of high level roles and responsibilities relating to the provision of Services under the Contract.

PARTICIPANT	ROLES & RESPONSIBILITIES
COUNTY	Project Management. Vendor Management. End user Department Liaison. Executive and final decision making authority.
DEPARTMENTS	Provide Department Sponsor and point of contact for deployment, Inventory the distributed print environment using POG supplied templates and based on POG provided training. Final Vendor selection will remain the responsibility of each Department / County.

PARTICIPANT	ROLES & RESPONSIBILITIES
VENDOR	Deliver and install new equipment. Redeploy / move existing hardware. De-install and remove old devices. End user training on new technology. Set up break/fix servicing program. Coordinate consumables management program.
CONTRACTOR	<ul style="list-style-type: none"> Provide processes, programs, methodology, intellectual property and tools. Trusted Print Advisor to the PM. Trusted Print Advisor for vendor management. Create current baseline and modeled target state information for each of the 33 Departments using inventory and staff numbers provided by each Department and by applying 2011 POG print study ratios. Apply consistent strategy and modeled target state directive and objectives to and for each Department. Utilize <i>Cultural Navigation</i>© process. <i>Cultural Navigation</i>© is a very critical “change management for print” task.

2.2 DETAILED ROLES AND RESPONSIBILITIES

Below is a table of detailed roles and responsibilities relating to the provision of Services under the Contract. Under the direction of the CIO Office, POG is providing 4 services in a consistent manner across all 33 Departments.

1. Industry best practice processes, programs, methodology, IP and tools.
2. Project management assistance and Trusted Print Advisory services to the Department
3. Cultural Navigation© assistance to secure end user buy-in and the detailed design
4. Vendor Coordination and direction to ensure effective and efficient Vendor engagement

TASK #	DESCRIPTION	LEAD & MANAGEMENT ROLE	VERIFICATION & OVERSIGHT ROLE
	One-time / Organization-wide Tasks		
	• Transition Planning	POG / CIO	
	• Governance	POG / CIO	
	• Pilot deployment to test process will be first Department	POG / CIO	Department
	Tasks by Department (33 Departments)		
1	Establish sponsor, stake holder(s), PM and team members	Department	CIO
2	Kick-off: Review Transition Plan, Governance, Expectations	Dept / POG	CIO
3	Customized department deployment plan and timeline. Iterative process to tailor MS Project plan to Department requirements	POG	Department
4	Deploy end user communications program. POG creates documents. Dept fine-tunes and distributes documents.	POG	Department
5	Gather current state inventory	Department	POG
6	Current state floor configuration design	POG	Department
7	Current state financial analysis (i.e. current spend baseline)	POG	Dept / CIO
8	Generate high-level modeled target state for unit count optimization	POG	Department

TASK #	DESCRIPTION	LEAD & MANAGEMENT ROLE	VERIFICATION & OVERSIGHT ROLE
9(a)	Select vendor and finalize contract specific to department	ISD / Dept	POG
9(b)	Vendor orientation kick-off meeting	Dept / ISD	POG
	<i>Repeat steps 10 to 19 by floor x 1,386 floors over 33 departments</i>		
10	Finalize / formalize modeled target state with specific unit count and vendor / model information. (i.e. floor plans) Note ... To be completed after step #8 in this process.	POG	Department
11	Present floor plans by floor/business group for end user review and comment and obtain department project manager sign off Note → Key milestone. Detailed Design is now finalized	POG	Department
12	Order equipment	Dept / ISD	Vendor/POG
13	Facilities prep and Network prep	Department	POG
14	Deploy pre-installation end user communications program. POG creates documents. Dept fine-tunes and distributes documents.	Department	POG/ Vendor
15	Install equipment as floor sign-offs are completed	Vendor	Dept / POG
16	Deliver equipment, stage, test, connect, train end users	Vendor	Dept / POG
17	Remove and dispose of old devices	Vendor	Dept / POG
18	End user sign-off that deployment is complete and successful	Department	POG/Vendor
19	Initiate printer monitoring / progress reporting	Vendor/Dept	POG
20	Verification or audit of actual savings captured against target	POG/ Vendor	Department
	On-going Support and Management (i.e. Self sufficient)	Department	Vendor
Note:	Multiple departments or business groups within departments can deploy in serial, parallel or staggered. (i.e. flexible process)		
Note:	POG cost and time contribution ... Tasks 1 through 11 = 95% Tasks 12 through 20 = 5%		

Contractor shall lead Tasks #11 and #20. Task #20 will provide for validation of the savings captured, which shall include, but is not limited to:

1. Identifying the current cost basis for the specific floor / Department
 - a) Capturing the actual current inventory for the floor / Department
 - b) Based on the actual inventory and the strategy, estimating the number of impressions and cost of the current environment
2. Estimating the modeled state (future) cost
 - a) Complete the modeled state design process
 - b) Based on the specific modeled state and strategy pricing and volumes, estimating the future cost
3. Calculating the proposed savings by comparing the current state in point 1 with the modeled state in point 2
4. After implementation is complete, tracking and reporting the deployed environment and calculate actual cost
 - a) Based on actual volumes, devices deployed and vendor contract pricing

- b) Calculating actual savings by comparing current state in point 1 with actual future cost point 4(a)
- 5. Comparing estimated savings with actual savings.

3. DEPLOYMENT REQUIREMENTS AND QUALIFICATIONS

3.1 POG'S VALUE AFTER DETAIL DESIGN COMPLETION

After the Detail Design is complete and for the remaining tasks POG's contribution is reduced to 5%. (i.e. 95% of POG's contribution is done at the completion of task #11.) POG's value is to verify that the vendor actually follows the detailed design through the installation process, ensure the end users are satisfied and confirm the savings. These are critical control points for County, but not necessarily time consuming tasks.

3.2 ADDRESSING PERFORMANCE REPORTING

The Vendor will implement their printer monitoring software and generate print environment reports as requested and documented in the RFP. POG will run a *Print Optimization Metrics*® (POM) report as an independent verification measurement process for each department once the deployment for that Department is complete. (i.e. Task #20) Individual Departments may elect to end the POM reporting process once their specific deployment is complete or to continue on with POM reporting in the form of Optional Services upon request and following approval from County's Project Director or designee of agreed upon Work Order.

3.3 POG'S EXIT STRATEGY

Once the initial POM report is complete for each Department, POG's deployment responsibilities are complete. That POM report will confirm the actual savings achieved by Department. The Department can request that POG continue to supply those reports or they can use the Vendor generated reports or a combination of both. The CIO Office has the option to engage POG to run quarterly POM reports for the entire County or by Department on a year-by-year basis in the form of Optional Services and agreed upon Work Order(s).

3.4 POG TRAINEES

Contractor shall training the following individuals as part of its Required Services:

1. Transition Plan: County's Project Manager in the CIO Office
2. Governance: County's Project Manager in the CIO Office
3. Deployment: Each Department Project Manager and County's Project Manager in the CIO Office

4. SCOPE OF WORK

This Section 4 (Scope of Work) outlines the minimum scope of work that must be performed by Contractor under the Contract. Each Deliverable, including those under Task 1 (Project Initiation) and Task 2 (Department Deployment) shall be subject to County's approval under Paragraph 33 (Approval of Work) of the Base Contract.

TASK 1 – PROJECT INITIATION

As part of Project initiation, Contractor shall perform Countywide the Subtasks set forth below under this Task 1 (Project Initiation).

SUBTASK 1.1 – PROVIDE TRANSITION PLANNING METHODOLOGY

Contractor shall develop and provide to County a methodology for transitioning the Departments from their existing printing environments to Managed Print Services.

DELIVERABLE 1.1 – TRANSITION PLANNING METHODOLOGY

SUBTASK 1.2 – PROVIDE TRANSITION PLANNING CREATION AND TRAINING

Contractor shall develop a Transition Plan documenting activities required by the Project Management team to ensure the defined solution can be implemented in an efficient and cost effective manner, including training needed to maintain the plan over time.

DELIVERABLE 1.2 – TRANSITION PLANNING CREATION AND TRAINING

SUBTASK 1.3 – PROVIDE GOVERNANCE METHODOLOGY

Contractor shall develop and provide to County a methodology for Countywide governance of the MPS program.

DELIVERABLE 1.3 – GOVERNANCE METHODOLOGY

SUBTASK 1.4 – PROVIDE GOVERNANCE CREATION AND TRAINING

Contractor shall develop a document to be used to guide executives and staff in making correct/best fit print related decisions centrally and across individual Departments. Training in use of the document and assistance in developing departmental documents will also be provided.

DELIVERABLE 1.4 – GOVERNANCE CREATION AND TRAINING

SUBTASK 1.5 – PROVIDE DEPLOYMENT SERVICES PROGRAM METHODOLOGY

Contractor shall develop and provide to County the methodology and specific tasks needed to support rollout of County's Managed Print Services program .

DELIVERABLE 1.5 – DEPLOYMENT SERVICES PROGRAM METHODOLOGY

SUBTASK 1.6 – PROVIDE PILOT DEPLOYMENT

Contractor shall provide the documentation and services to deploy the initial Department.

DELIVERABLE 1.6 – PILOT DEPLOYMENT

TASK 2 – DEPARTMENT DEPLOYMENT

As part of each Department deployment, Contractor shall perform for each of the Departments deployed the Subtasks set forth below under this Task 2 (Department Deployment).

SUBTASK 2.1 – ESTABLISH KEY PERSONNEL

For each Department, Contractor shall work to identify the roles, responsibilities and members of the MPS Project Team.

DELIVERABLE 2.1 – KEY PERSONNEL

SUBTASK 2.2 – CONDUCT KICK-OFF MEETING

For each Department, Contractor shall conduct a Kickoff Meeting to review the transition plan, governance and expectations. The Kickoff Meeting materials will include a draft Work Order that identifies the budget of consulting hours/days by Contractor for completing each of the subtasks and deliverables. It will also include an invoicing schedule and initial deployment timeline. The Work Order will be finalized and signed by the Department, CIO and Contractor. The Work Order will be administered by the County Project Manager for the purposes of approving deliverables and authorizing payment of invoices. The Work Order amount will not exceed the Maximum Fixed Price for each Department as defined in Exhibit C – Pricing Schedule for Managed Print Services.

DELIVERABLE 2.2 – KICKOFF MEETING AND SUPPORTING MATERIALS; APPROVED WORK ORDER

SUBTASK 2.3 – DEVELOP CUSTOMIZED DEPLOYMENT PLAN AND TIMELINE

For each Department, Contractor shall develop a customized deployment plan and timeline. The timeline will be updated as the Department deployment proceeds until the time the MPS Vendor is selected.

DELIVERABLE 2.3 – CUSTOMIZED DEPLOYMENT PLAN AND TIMELINE

SUBTASK 2.4 – DEPLOY END USER COMMUNICATIONS PROGRAM

For each Department, Contractor shall create end user communications documents for use by the Department to distribute to communicate MPS program objectives, tasks and schedules.

DELIVERABLE 2.4 – END USER COMMUNICATIONS DOCUMENTS

SUBTASK 2.5 – GATHER CURRENT STATE INVENTORY

For each Department, Contractor shall provide templates and instructions for Department staff to gather current print device inventory information, including floor locations.

DELIVERABLE 2.5 – TEMPLATES AND INSTRUCTIONS TO GATHER CURRENT STATE INVENTORY

SUBTASK 2.6 – CURRENT STATE FLOOR CONFIGURATION DESIGN

For each Department, Contractor shall use the current state inventory provided by the Department to document the current state floor configuration, including device types and locations.

DELIVERABLE 2.6 – CURRENT STATE FLOOR CONFIGURATION DESIGN

SUBTASK 2.7 – DOCUMENT CURRENT STATE FINANCIAL ANALYSIS

For each Department, based on the inventory information provided by the Department, Contractor shall document the current annual amount of spending for office printing.

DELIVERABLE 2.7 – CURRENT STATE FINANCIAL ANALYSIS

SUBTASK 2.8 – GENERATE HIGH-LEVEL MODELED TARGET STATE FOR UNIT COUNT OPTIMIZATION

For each Department, Contractor shall generate a high-level model target state to identify the number and type of print devices for the future print environment.

DELIVERABLE 2.8 – HIGH-LEVEL MODELED TARGET STATE FOR UNIT COUNT OPTIMIZATION

**SUBTASK 2.9 – SELECT VENDOR AND FINALIZE CONTRACT SPECIFIC TO DEPARTMENT;
CONDUCT VENDOR KICKOFF**

For each Department, Contractor shall attend the MPS Vendor kickoff. The Department and ISD will conduct the bid solicitation and select the departmental MPS Vendor.

DELIVERABLE 2.9 – ATTEND VENDOR KICKOFF

SUBTASK 2.10 – FINALIZE/FORMALIZE MODELED TARGET STATE WITH SPECIFIC UNIT COUNT (FLOOR PLANS)

For each Department, Contractor shall finalize/formalize the modeled target state with a specific unit count, including floor plans for each floor.

DELIVERABLE 2.10 – MODELED TARGET STATE WITH SPECIFIC UNIT COUNT (FLOOR PLANS)

SUBTASK 2.11 – PRESENT FLOOR PLANS BY FLOOR/BUSINESS GROUP FOR END USER REVIEW AND COMMENT AND OBTAIN DEPARTMENT PROJECT MANAGER SIGN OFF

For each Department, Contractor shall review each floor plan with the respective floor/business group, modify as required based on the group's input but within the guidelines of the strategy and present to the Department Project Manager for sign off.

DELIVERABLE 2.11 – BY FLOOR/BUSINESS GROUP OBTAIN DEPARTMENT PROJECT MANAGER APPROVAL AND SIGN OFF

SUBTASK 2.12 – ORDER EQUIPMENT

For each Department, Contractor shall provide oversight that the Department and MPS Vendor have finalized the equipment order consistent with the model target state and submitted the equipment order.

DELIVERABLE 2.12 – ORDERED EQUIPMENT

SUBTASK 2.13 – PROVIDE OVERSIGHT OF FACILITIES AND NETWORK PREPARATION

For each Department, Contractor shall provide oversight that that the Department has completed all facilities and network preparation tasks needed for device installation, consistent with the MPS Vendor recommendations.

DELIVERABLE 2.13 – FACILITIES AND NETWORK PREPARATION

SUBTASK 2.14 – DEPLOY PRE-INSTALLATION END USER COMMUNICATIONS PROGRAM

For each Department, Contractor shall provide pre-installation end user communications documents, to be distributed by the Department.

DELIVERABLE 2.14 – DEPLOYED PRE-INSTALLATION END USER COMMUNICATIONS PROGRAM

SUBTASK 2.15 – INSTALL EQUIPMENT AS FLOOR SIGN-OFFS ARE COMPLETED

For each Department, Contractor shall provide oversight that the MPS vendor installs equipment in accordance with the vendor project schedule.

DELIVERABLE 2.15 – INSTALL EQUIPMENT AS FLOOR SIGN-OFFS ARE COMPLETED

SUBTASK 2.16 – DELIVER EQUIPMENT, STAGE, TEST, CONNECT, TRAIN END USERS

For each Department, Contractor shall provide oversight that the MPS vendor delivers equipment and stages, tests, connects and trains users in accordance with the Vendor project schedule.

DELIVERABLE 2.16 – DELIVERED EQUIPMENT, STAGED, TESTED, CONNECTED, TRAINED END USERS

SUBTASK 2.17 – REMOVE AND DISPOSE OF OLD DEVICES

For each Department, Contractor shall provide oversight that the MPS Vendor removes and disposes of old devices in accordance with the Vendor project schedule.

DELIVERABLE 2.17 – REMOVED AND DISPOSED OLD DEVICES

SUBTASK 2.18 – PROVIDE OVERSIGHT OF END USER SIGN-OFF THAT DEPLOYMENT IS COMPLETE AND SUCCESSFUL

For each Department, Contractor shall provide oversight that the MPS Vendor achieves end user sign-off that the deployment is complete and successful.

DELIVERABLE 2.18 – END USER SIGN-OFF THAT DEPLOYMENT IS COMPLETE AND SUCCESSFUL

SUBTASK 2.19 – INITIATE PRINTER MONITORING/PROGRESS REPORTING

For each Department, Contractor shall provide oversight that the MPS Vendor initiates printer monitoring/progress reporting.

DELIVERABLE 2.19 – INITIATION OF PRINTER MONITORING/PROGRESS REPORTING

SUBTASK 2.20 – VERIFY/AUDIT ACTUAL SAVINGS CAPTURED AGAINST TARGET

For each Department, following full deployment of the target environment, Contractor shall produce one report verifying actual savings captured compared to target savings projection.

DELIVERABLE 2.20 – VERIFICATION/AUDIT OF ACTUAL SAVINGS CAPTURED AGAINST TARGET

TASK 3 – PROVIDE OPTIONAL SERVICES

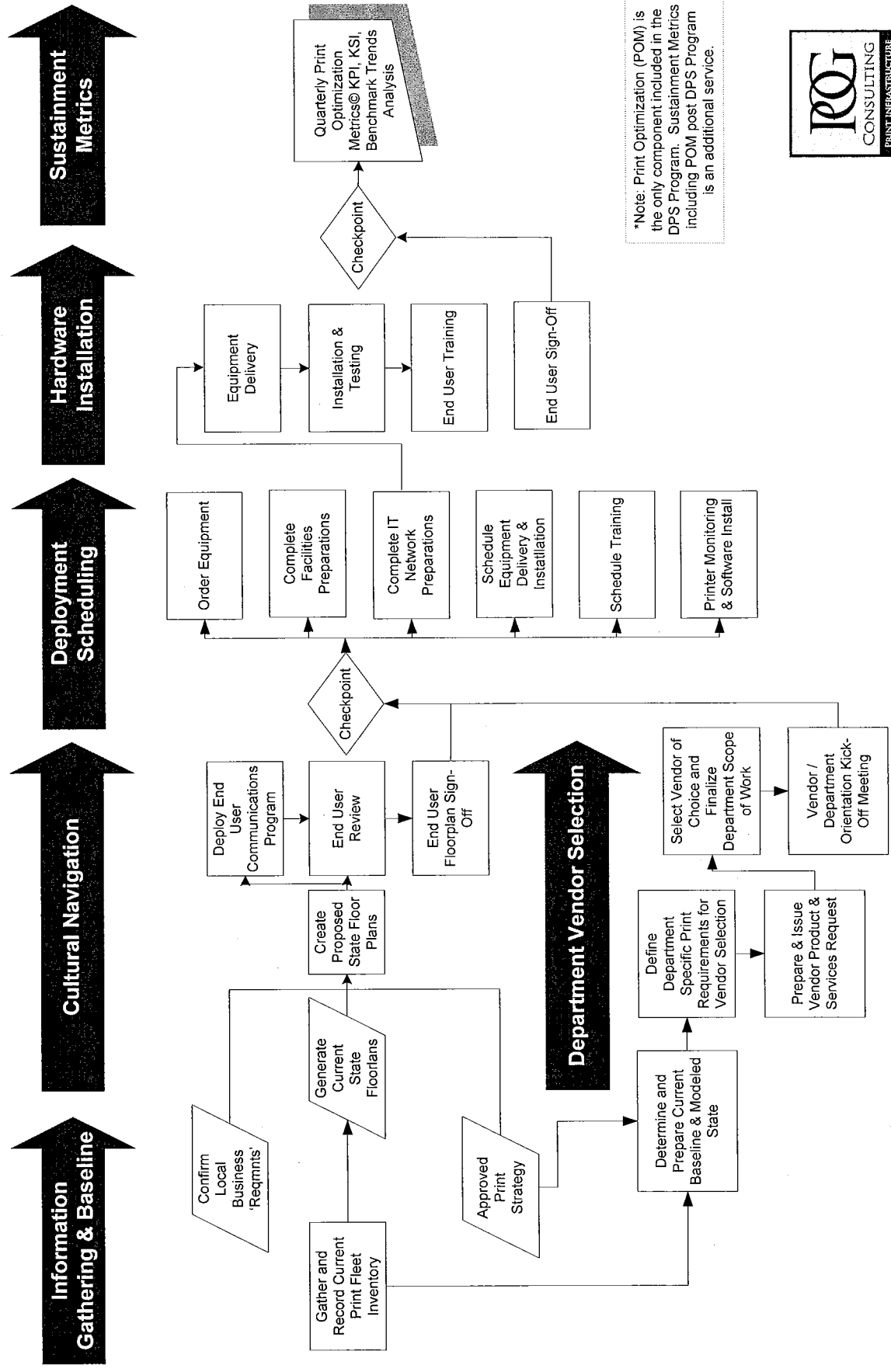
County may from time to time, during the term of the Contract, submit to Contractor written requests for Optional Services not included in the Required Services under the Statement of Work using Pool Dollars. In response to such request, Contractor shall submit to County for approval a proposed Work Order for such Optional Services and a not-to-exceed Maximum Fixed Price calculated using the Fixed Hourly Rate, as applicable. County and Contractor shall agree on the Work Order for the tasks and deliverables to be performed, the schedule of completion and the Maximum Fixed Price, as applicable, for such Optional Services. The Maximum Fixed Price for all Optional Services shall include all living and travel expenses, if any, that may be accrued by Contractor for the provision of Optional Services.

DELIVERABLE 3 – OPTIONAL SERVICES

Upon County's request and agreement upon the Work Order, including the Maximum Fixed Price, Contractor shall provide to County Optional Services using Pool Dollars in accordance with Task 3 (Provide Optional Services). Both the topic and the scope of any Optional Services shall be identified and approved by County's Project Manager in advance.

SCHEDULE A.1
DEPLOYMENT PROCESS
FOR
MANAGED PRINT SERVICES

This Schedule A.1 (Deployment Process) outlines the process flow diagram of the Department deployment process and services.

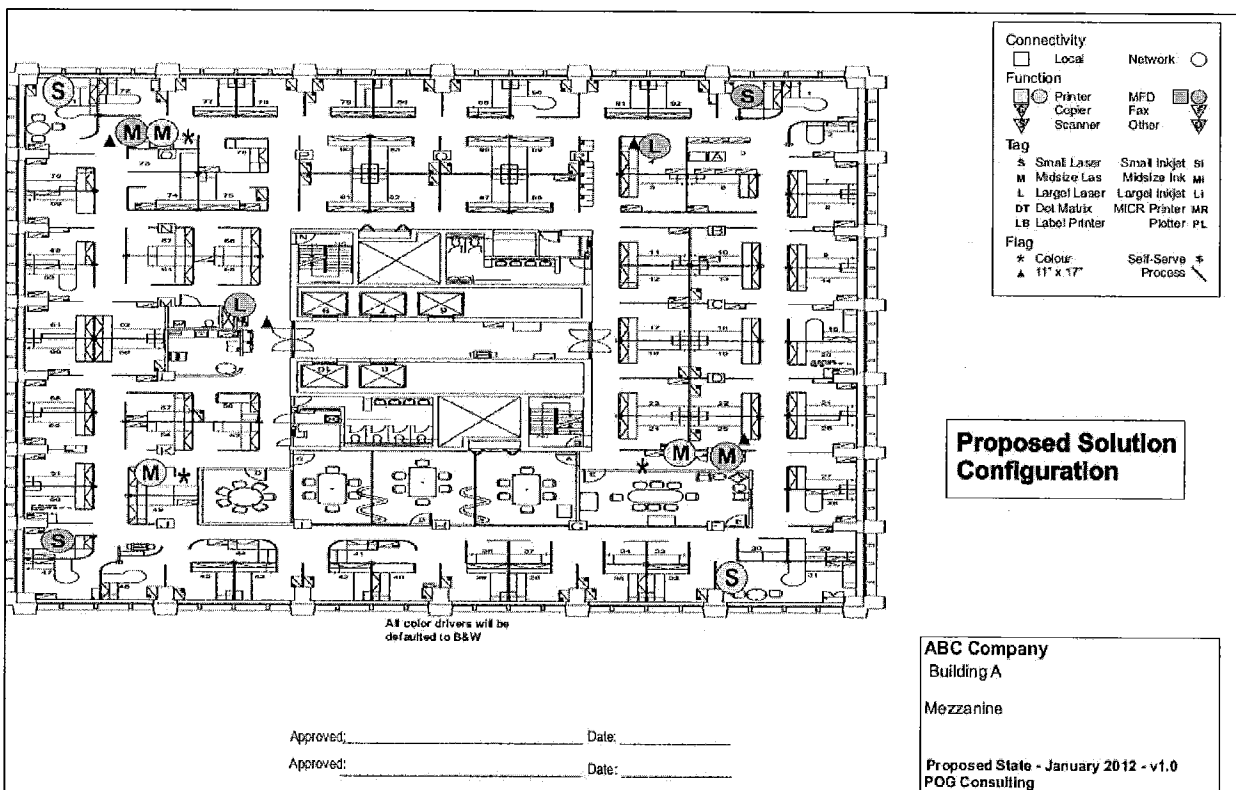
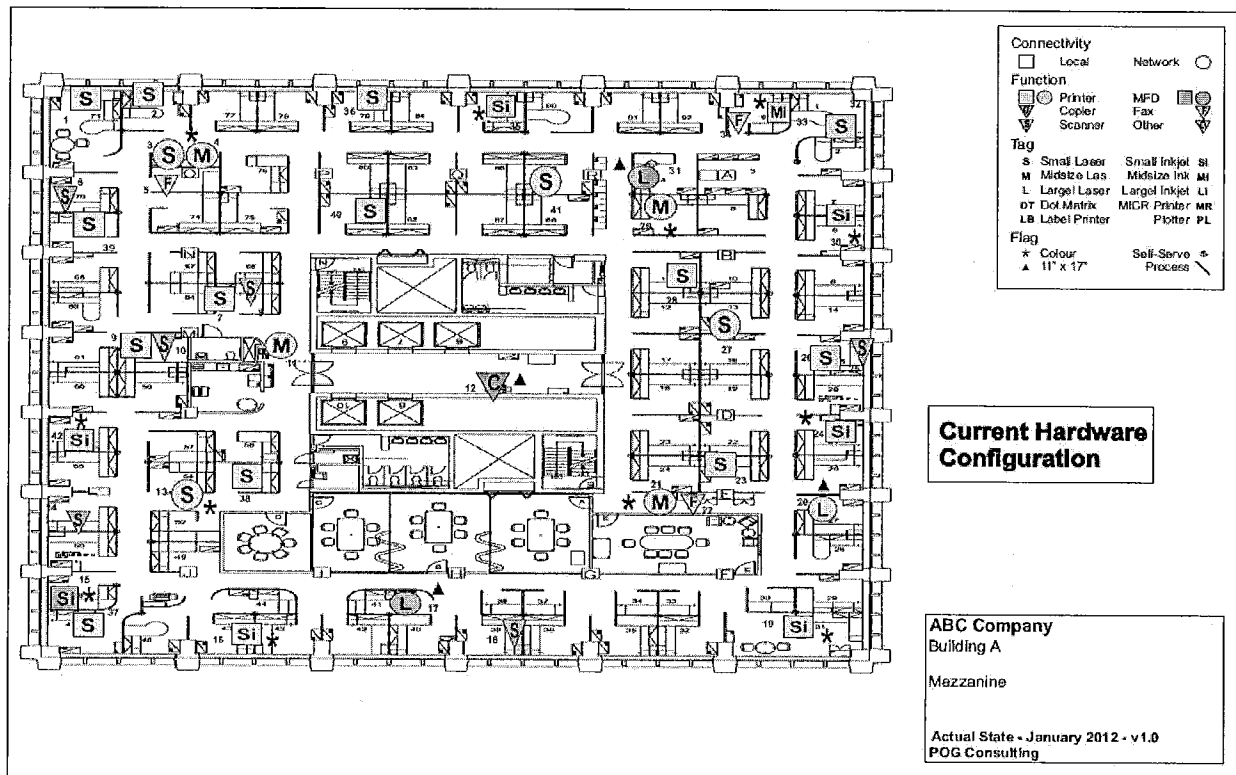


*Note: Print Optimization (POM) is the only component included in the DPS Program. Sustainment Metrics including POM post DPS Program is an additional service.



SCHEDULE A.2
FLOOR PLANS
FOR
MANAGED PRINT SERVICES

This Schedule A.2 (Floor Plans) provides for the current and proposed floor plans to be utilized during the Project.



SCHEDULE A.3
PROGRAM CONTENT
FOR
MANAGED PRINT SERVICES

This Schedule A.3 (Program Content) represents an comprehensive approach to support the rollout of Managed Print Services throughout County Departments.

Section	Task #	Task Description
A		Project Methodology / Framework
	1	Project Methodology/Framework Introduction
	2	POG Generic Operations Roadmap
	3	Print Implementation Overview Schematic
	4	POG Implementation Process Flow Schematic
	5	POG Project Start-up Deliverables Map
B		Project Initiation (Prerequisites / Team Formation / Launch)
	1	Project Initiation Overview
	2	Project Initiation Step Schematic
	3	Project Initiation Sub-step Descriptions
		• Project Initiation detailed activities sub-steps (i.e. 5 sub-steps)
	4	Project Initiation Templates & Samples
		• Sample Project Organization Chart
		• Sample Tasks R&Rs
		• Sample Kick-off Meeting Agenda
		• Sample Project Coordination Meeting Minutes
		• Sample Project Status Report
		• Sample Directory Structure & Naming Convention
		• Sample General Communiqué
C		General Planning & Preparation (Strategies / Standards / Plans)
	1	General Planning & Preparation Overview
	2	General Planning & Preparation Step Schematic
	3	General Planning & Preparation Sub-step Descriptions
		• Planning & Preparation detailed activities sub-steps (i.e. 10 sub-steps)
	4	General Planning & Preparation Templates & Samples
		• Sample Communication Plan & Artefacts
		• Sample FAQ Document
		• Sample Approved Device List & Configurations
		• Sample IT Standards List
		• Sample Technical Script
		• Pilot Site Selection Guidelines
		• Sample Detailed MS Project Plan
		• Sample Training Plan
D		Site Preparation (Current State / Design / Cultural Navigation / Pre-implementation)
	1	Site Preparation Overview
	2	Site Preparation Schematic
	3	Site Preparation Sub-step Descriptions
		• Site Preparation detailed activities sub-steps (i.e. 7 sub-steps)
	4	Site Preparation Templates & Samples

		<ul style="list-style-type: none"> • Inventory Worksheet Template • Inventory Capture Instructions • Sample Inventory File Printout • Business Requirements Questionnaire Template • Tracking Spreadsheet Template • Sample Site Profile Device Matrix • Sample Current & Proposed Design Floor plans • Sample Current & Proposed Design Summary • Sample Device Order Sheet
E		Site Implementation (Checkpoint / Implementation / Training)
	1	Site Implementation Overview
	2	Site Implementation Schematic
	3	Site Implementation Sub-step Descriptions <ul style="list-style-type: none"> • Site Preparation detailed activities sub-steps (i.e. 8 sub-steps)
	4	Site Implementation Templates & Samples <ul style="list-style-type: none"> • Sample Go-No-go checklist • Sample equipment testing checklist • Sample Training Plan
F		Site Wrap-up & Follow-up (End User Support / Documentation / Production Turnover)
	1	Site Wrap-up & Follow-up Overview
	2	Site Wrap-up & Follow-up Schematic
	3	Site Wrap-up & Follow-up Sub-step Descriptions <ul style="list-style-type: none"> • Site Wrap-up & Follow-up detailed activities sub-steps (i.e. 7 sub-steps)
	4	Site Wrap-up & Follow-up Templates & Samples <ul style="list-style-type: none"> • Sample Equipment removal checklist • Sample end user satisfaction survey
G		Incorporate Learnings & Repeat for All Sites (Continuous Improvement / Implement to Completion)
	1	Incorporate Learnings & Repeat for All Sites Overview
	2	Incorporate Learnings & Repeat for All Sites Schematic
	3	Incorporate Learnings & Repeat for All Sites Sub-step Descriptions <ul style="list-style-type: none"> • Incorporate Learnings detailed activities sub-steps (i.e. 6 sub-steps)
	4	Incorporate Learnings & Repeat for All Sites Templates & Samples
H		Summarize Project (Documentation / Project Close)
	1	Summarize Project Overview
	2	Summarize Project Schematic
	3	Summarize Project Sub-step Descriptions <ul style="list-style-type: none"> • Summarize Project activities sub-steps (i.e. 4 sub-steps)
	4	Summarize Project Templates & Samples <ul style="list-style-type: none"> • Sample Benefits Summary Report

EXHIBIT B
PAYMENT TERMS
FOR
MANAGED PRINT SERVICES

This Exhibit B sets forth the pricing and payment terms for the Services to be provided pursuant to the Contract, including the Required Services and Optional Services, if any, whether provided by Contractor itself or by utilizing subcontractor(s).

The following Schedules are attached to and form a part of this Exhibit B:
Schedule B.1 – Schedule of Deliverables

1. REQUIRED SERVICES

All Required Services shall be provided by Contractor and any of its Consultants under the Contract in accordance with Paragraph 3 (Work) of the Base Contract and Exhibit A (Statement of Work) following approval and acceptance by County. Contractor shall provide all Required Services specified in Exhibit A (Statement of Work) for each deployed Department at the Maximum Fixed Price applicable to such Department as specified in of \$2,300,000, which shall not increase during the term of the Contract. Contractor shall not charge County for any other expenses, including any travel or living expenses.

Following Contractor's completion and County's approval of Required Services under each Work Order, Schedule C.1 (Schedule of Services) shall be updated to reflect such completed Required Services and up to date total of all Maximum Fixed Prices.

2. OPTIONAL SERVICES

All Optional Services shall be provided by Contractor and any of its Consultants under the Contract in accordance with Paragraph 3 (Work) of the Base Contract and Exhibit A (Statement of Work) following agreement on a Work Order, including a Maximum Fixed Price, and a notice to proceed from County. The Maximum Fixed Price for all Optional Services shall be calculated based on the and shall not exceed the applicable Fixed Hourly Rate listed immediately below in this Section 2 (Optional Services) below. The Fixed Hourly Rate shall not increase during the term of the Contract.

CONSULTANT ROLE	FIXED DAILY RATE	FIXED HOURLY RATE
Senior Analyst	\$800	\$100
Senior Consultant	\$1,400	\$175
Subject Matter Expert	\$2,000	\$250

Travel and/or living expenses may be billable by Contractor to County for Optional Services under a Work Order only if they are (i) included in the Maximum Fixed Price for such Work Order, (ii) are reasonable, (iii) are quoted by Contractor and approved by County in advance, (iv) are based on actual expenditure, and (v) do not exceed County's ten current travel expense reimbursement rates.

Following Contractor's completion and County's approval of Optional Services under each Work Order, Schedule C.1 (Schedule of Services) shall be updated to reflect such completed Optional Services and the remaining Pool Dollars. The maximum amount of Pool Dollars that may be expended by County for the acquisition of Optional Services during the term of the Contract, including any Extended Term, shall not exceed \$200,000.

3. CONTRACT SUM

The Contract Sum shall be County's maximum obligation under the Contract and shall include the cost of any Services, including Required Services and Optional Services, provided by Contractor and any of its Consultants pursuant to the Contract. The maximum Contract Sum under the Contract, including any and all sales tax amounts, is \$2,300,000, as further specified in Paragraph 5 (Contract Sum) of the Base Contract, and consists of the following components:

SERVICES COMPONENT	CONTRACT SUM
Required Services – Maximum Required Amount	\$2,300,000.00
Optional Services – Pool Dollars	\$0.00
Maximum Contract Sum	\$2,300,000.00

EXHIBIT C
PRICING SCHEDULE
FOR
MANAGED PRINT SERVICES

This Exhibit C (Pricing Schedule) provides for deployment pricing for all Departments under the Contract as part of Required Services with a Maximum Fixed Price for each such Department, including County-wide common costs and Department specific costs.

DEPARTMENT / COUNTY	MAXIMUM FIXED PRICE
PROJECT INITIATION	
County	\$405,375
DEPARTMENT DEPLOYMENT	
EXTRA LARGE	
Health Services	\$378,356
Sheriff	\$357,686
Public Social Services	\$261,035
Children and Family Services	\$139,102
Probation	\$115,514
LARGE	
Fire	\$82,757
Public Health	\$80,159
Public Works	\$76,959
Mental Health	\$75,509
Internal Services	\$43,449
District Attorney	\$40,719
Child Support Services	\$33,829
Assessor	\$28,032
Parks and Recreation	\$27,805
Public Library	\$21,593
Public Defender	\$21,423
MEDIUM	
Registrar-Recorder	\$18,185
Auditor Controller	\$11,220
County Counsel	\$10,392
Treasurer Tax Collector	\$10,090
Chief Executive Office	\$9,752
Community and Senior Services	\$9,489
Agricultural Commissioner/Weights and Measures	\$7,568
Animal Care & Control	\$6,985
Human Resources	\$5,629
Alternate Public Defender	\$5,497
Beaches and Harbors	\$4,819
Coroner	\$3,935
Regional Planning	\$3,540
SMALL	
Affirmative Action	\$1,751
Consumer Affairs	\$1,016
Military and Veterans Affairs	\$452
Chief Information Office	\$377
MAXIMUM REQUIRED AMOUNT	\$2,300,000

SCHEDULE C.1
SCHEDULE OF SERVICES
FOR
MANAGED PRINT SERVICES

1. REQUIRED SERVICES

WORK ORDER / DELIVERABLE NO.	DATE	MAXIMUM FIXED PRICE	EXPENDED AMOUNT
Effective Date			
Deliverable No. 1.1 – [Description]			
Deliverable No. 1.2 – [Description]			
Deliverable No. 1.3 – [Description]			
Deliverable No. 1.4 – [Description]			
Deliverable No. 1.5 – [Description]			
Deliverable No. 1.6 – [Description]			
Deliverable 2.1 / Work Order No. 1 – [Department]			
Deliverable 2.2 / Work Order No. 2 – [Department]			
...			

2. OPTIONAL SERVICES

WORK ORDER NO. / DESCRIPTION	DATE	MAXIMUM FIXED PRICE	REMAINING POOL DOLLARS
Effective Date			\$0
Work Order No. X – [Description]			

EXHIBIT D
CONTRACTOR'S EEO CERTIFICATION
FOR
MANAGED PRINT SERVICES

EXHIBIT D
CONTRACTOR'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries and holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, age or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION

	<u>YES</u>	<u>NO</u>
1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

EXHIBIT E
COUNTY'S ADMINISTRATION
FOR
MANAGED PRINT SERVICES

CONTRACT NO. _____

COUNTY'S PROJECT DIRECTOR:

NAME: Peter Loo
TITLE: Chief Deputy CIO
ADDRESS: Chief Information Office
350 S. Figueroa St, Suite 188
Los Angeles, CA 90071
TELEPHONE: (213) 253-5627
FACSIMILE: (213) 633-4733
E-MAIL ADDRESS: ploo@cio.lacounty.gov

COUNTY'S PROJECT MANAGER:

NAME: John Arnstein
TITLE: Senior Associate CIO
ADDRESS: Chief Information Office
350 S. Figueroa St, Suite 188
Los Angeles, CA 90071
TELEPHONE: (213) 253-5621
FACSIMILE: (213) 633-4733
E-MAIL ADDRESS: jarnstein@cio.lacounty.gov

DIRECTOR:

NAME: Richard Sanchez
TITLE: Chief Information Officer
ADDRESS: Chief Information Office
350 S. Figueroa St, Suite 188
Los Angeles, CA 90071
TELEPHONE: (213) 253-5600
FACSIMILE: (213) 633-4733
E-MAIL ADDRESS: rsanchez@cio.lacounty.gov

EXHIBIT F
CONTRACTOR'S ADMINISTRATION
FOR
MANAGED PRINT SERVICES

CONTRACT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

NAME: Jim Rempel
TITLE: President
ADDRESS: The Print Operations Group Inc.
#404, 205 Riverfront Ave SW
Calgary, Alberta T2P 5K4 Canada
TELEPHONE: (403) 870-2756
FACSIMILE: (403) 263-0086
E-MAIL ADDRESS: jim.rempel@printopsgroup.com

CONTRACTOR'S PROJECT MANAGER:

NAME: Dennis Shute
TITLE: Chief Operating Officer
ADDRESS: The Print Operations Group Inc.
#404, 205 Riverfront Ave SW
Calgary, Alberta T2P 5K4 Canada
TELEPHONE: (403) 650-8646
FACSIMILE: (403) 263-0086
E-MAIL ADDRESS: dennis.shute@printopsgroup.com

CONTRACTOR'S EXECUTIVE:

NAME: Jim Rempel
TITLE: President
ADDRESS: The Print Operations Group Inc.
#404, 205 Riverfront Ave SW
Calgary, Alberta T2P 5K4 Canada
TELEPHONE: (403) 870-2756
FACSIMILE: (403) 263-0086
E-MAIL ADDRESS: jim.rempel@printopsgroup.com

EXHIBIT G
ACKNOWLEDGMENT, CONFIDENTIALITY
AND
ASSIGNMENT AGREEMENT
FOR
MANAGED PRINT SERVICES

EXHIBIT G
**ACKNOWLEDGMENT, CONFIDENTIALITY AND ASSIGNMENT
AGREEMENT**

PROJECT NAME _____

CONTRACTOR/EMPLOYER NAME _____

LOS ANGELES COUNTY AGREEMENT NAME/NUMBER _____

GENERAL INFORMATION

The organization identified above ("Contractor") is under contract ("Contract") to provide certain services ("Services") to the County of Los Angeles ("County"). County requires each employee of this Contractor performing services under this Contract to understand his/her obligations with respect to the personal and proprietary data with which he/she will be in contact, and to acknowledge such obligations by executing this Employee Acknowledgment, Confidentiality and Assignment Agreement ("Agreement").

EMPLOYEE STATUS ACKNOWLEDGMENT

I understand and agree that the above-referenced Contractor is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work pursuant to the above-referenced Contract.

I understand and agree that I am not an employee of County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from County by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a criminal background and security investigation(s). I understand and agree that my continued performance of services under the above-referenced Contract is contingent upon my passing, to the satisfaction of County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of County, any such investigation shall result in my immediate release from performance under this Contract and/or any future contracts.

CONFIDENTIALITY AGREEMENT

My work may be concerned with services provided by County, and, therefore I may have access to confidential data and information pertaining to private individuals and/or entities receiving such services. I may also have access to proprietary information belonging to other organizations doing business with County. County has a legal obligation to keep confidential all such data and information in its possession, especially data and information concerning health, criminal and welfare recipient records. I understand that, by virtue of my involvement in County work, I too must protect the confidentiality of such data and information. I understand that I must sign this Agreement to be eligible to perform work for my employer under the County Contract. I have read this Agreement and have taken due time to consider it prior to signing.

I agree not to disclose to, nor reproduce for the benefit of, any unauthorized person any data or information obtained while performing work under the above-referenced Contract between my employer and County. I agree to forward all requests for disclosure or copying of any such data or information in my possession or care to my immediate supervisor. The parties hereby acknowledge and agree that no obligation of confidentiality applies to residual knowledge learned (such as ideas, concepts know-how or techniques) and experience gained by me as a result of performing the Services. In addition, nothing herein shall prevent me or Contractor from providing to others similar services to the Services, subject to any obligations of confidentiality.

I agree to protect from loss and to keep confidential all health, criminal and welfare recipient records and all data, information and materials pertaining to persons and/or entities receiving services from County, design concepts, algorithms, programs, formats, documentation, Contractor's proprietary information, and all other original materials produced, created or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all unauthorized disclosures or copying of confidential or proprietary data or information, whether accidental or intentional, and whether by myself and/or by any other person, of which I become aware. I agree to return all confidential data, information and materials to my immediate supervisor upon completion of the above-referenced Contract, or termination of my employment with my employer, whichever occurs first.

ASSIGNMENT OF PROPRIETARY RIGHTS

As used in this agreement, "Works" means (i) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during my employment with Contractor which relates to the Contract, (ii) any inventions, trade secrets, ideas, original works of authorship or Confidential Information (as defined below) that I conceive, develop, discover or make in whole or in part during or after my employment with Contractor which are made through the use of any of Contractor's equipment, facilities, supplies, trade secrets or time, or which result from any work I perform for Contractor, and (iii) any part or aspect of any of the foregoing. "Confidential Information" means all information or material disclosed to or known by me as a consequence of my employment with Contractor, including third party information or information disclosed by County that Contractor treats as confidential, and any information disclosed to or developed by me or embodied in or relating to the Works.

All Works shall belong exclusively to Contractor whether or not fixed in a tangible medium of expression. Without limiting the foregoing, to the maximum extent permitted under applicable law, all Works shall be deemed to be "works made for hire" under the United States Copyright Act, and Contractor shall be deemed to be the author thereof.

If and to the extent any Works are determined not to constitute "works made for hire", or if any rights in the Works do not accrue to Contractor as a work made for hire, I irrevocably assign and transfer to Contractor to the maximum extent permitted by law all right, title and interest in the Works, including but not limited to all copyrights, patents, trade secret rights, and other proprietary rights in or relating to the Works. Without limiting the foregoing, I irrevocably assign and transfer to Contractor all economic rights to the Works, including without limitation the exclusive and unrestricted right to reproduce, manufacture, use, adapt, modify, publish, distribute, sublicense, publicly perform and communicate, translate, lease, import, export, transfer, convey and otherwise exploit the Works.

I expressly approve any and all modifications, uses, publications and other exploitation of the Works that Contractor or any successor or transferee of Contractor may elect to make, and I expressly agree that no such modifications, uses, publications or exploitations will or may cause harm to my honor or reputation, or will be deemed to constitute a distortion or mutilation of the Works.

I agree to provide any assistance reasonably requested by Contractor, now and in the future, to obtain United States or foreign letters patent and copyright registrations covering inventions and original works of authorship belonging or assigned to Contractor. I shall execute any transfers of ownership of letters patent or assignments of copyrights or other proprietary rights transferred or assigned hereunder (including short form assignments intended for recording with the U.S. Copyright Office, the U.S. Patent and Trademark Office or any other entity). If Contractor is unable for any reason whatsoever, including my mental or physical incapacity, to secure my signature to apply for or to pursue any application for any United States or foreign letters patent or copyright registrations or on any document transferring or assigning any patent, copyright or other proprietary right that I am obligated to transfer or assign, I irrevocably designate and appoint Contractor and its duly authorized officers and agents as my agent and attorney in fact, to act for and on its behalf and stead to execute and file any such applications and documents and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations or transfers or assignments thereof or of any other proprietary rights with the same legal force and effect as if executed by me. This appointment is coupled with an interest and is irrevocable.

This Agreement shall be construed in accordance with the provisions of Section 2870 of the California Labor Code (the text of which follows) relating to inventions made by an employee. Accordingly, this agreement is not intended and shall not be interpreted to assign to or vest in Contractor any of my rights in any inventions developed entirely on my own time without using Contractor's equipment, supplies, facilities, or trade secret information, except for those inventions that either relate at the time of conception or reduction to practice of the invention to Contractor's business or the actual or demonstrably anticipated research or development of Contractor, or result from any work I performed for Contractor.

California Labor Code Section 2870. Employment Agreements; Assignment of Rights

- (a) Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:
 - (1) Relate at the time of conception or reduction to practice of the invention to the employer's business or actual or demonstrably anticipated research or development of the employer; or
 - (2) Result from any work performed by the employee for the employer.
- (b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

I expressly acknowledge and agree that I wish to remain anonymous and not to have my name or any pseudonyms used in connection with any Works, goods or services I provide under this Agreement or the above referenced Contract.

I acknowledge that violation of this Agreement may cause irreparable harm to County, which may not be compensated by monetary damages, and may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal and equitable redress, including, without limitation, injunctive relief.

SIGNED: _____ DATE: ____/____/____

PRINTED: _____ POSITION: _____

EXHIBIT H
JURY SERVICE ORDINANCE
FOR
MANAGED PRINT SERVICES

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

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CONTRACTOR EMPLOYEE JURY SERVICE

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- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

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2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

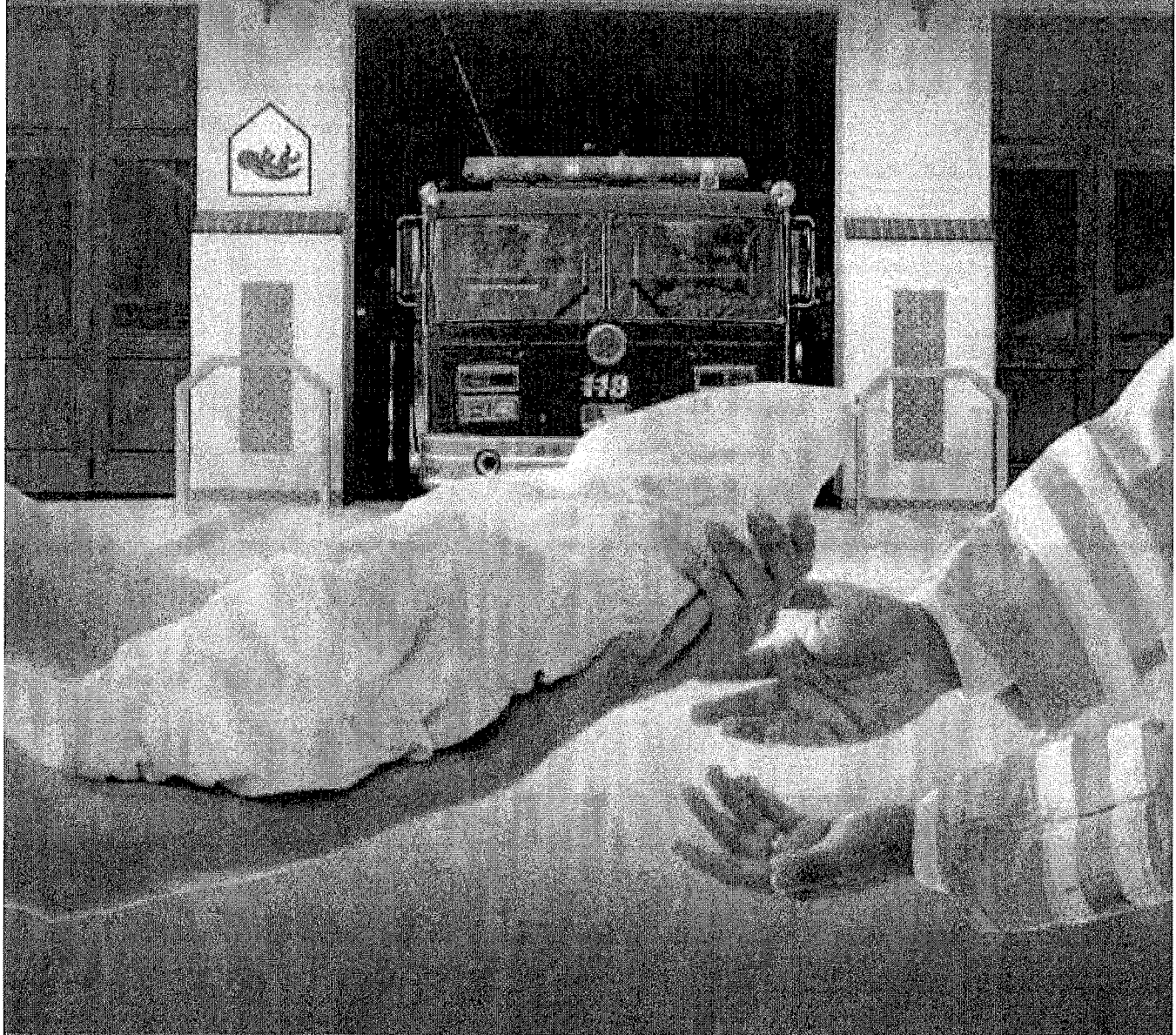
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT I
SAFELY SURRENDERED BABY LAW
FOR
MANAGED PRINT SERVICES

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County, 1-877-BABY-SAFE 1-877-222-9723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

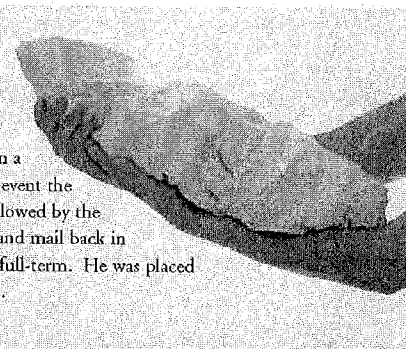
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

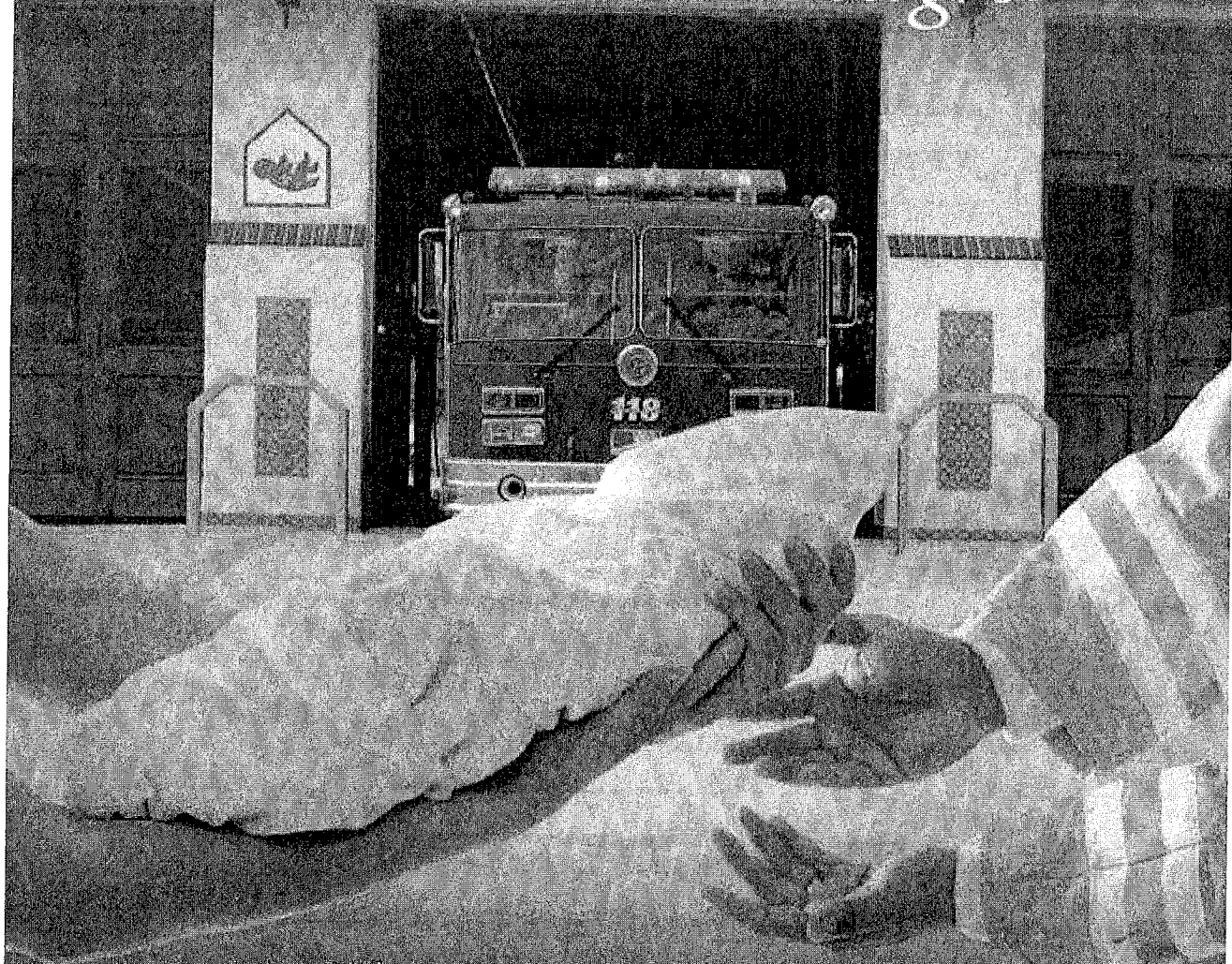
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés Sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

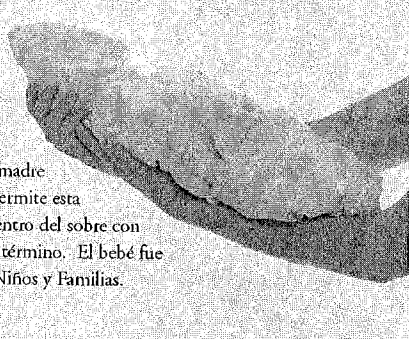


EXHIBIT J
COUNTY'S TRAVEL EXPENSE
REIMBURSEMENT POLICY
FOR
MANAGED PRINT SERVICES

**COUNTY'S TRAVEL EXPENSE
REIMBURSEMENT POLICY**

The Los Angeles, California County Code (Title 5. Personnel) specifies the maximum travel, meal, lodging, and incidental expense reimbursements rates.

I. Paragraph 5.40.060 Traveling Expenses – Travel, lodging and meal cost limitations

Traveling expenses allowed shall not exceed:

- A.1. The actual cost of transportation when by public carrier, if a privately owned vehicle is used to travel to a destination other than one specified in subsection D of Section 5.40.190, at a rate of six cents per mile or the equivalent of the fare via the most appropriate public carrier;
2. If to a destination outside the state and more than 500 miles from headquarters, the equivalent of the fare via the most appropriate public carrier;
3. Effective July 1, 2000, persons permanently assigned to duty on Catalina Island shall be entitled to reimbursement for the cost not to exceed two round trips in any one month by boat to the mainland. Such claim shall be filed with the department on the form(s) required by the department head.
 - B.1. Lodging \$192.00 per night; breakfast \$11.50; lunch \$15.00 and dinner \$37.50, or not to exceed \$64.00 per day when three meals are purchased upon any one day. The rates set forth in this paragraph shall be subject to annual adjustment by the auditor-controller pursuant to Section 5.40.095 of this Code. Where the cost of a single-occupancy hotel accommodation in a major metropolitan area or capital city, as defined in Section 5.40.090(B), exceeds the limitations set forth in this section and Section 5.40.095, reimbursement may, with prior approval of the Chief Administrative Officer, be made for actual necessary costs of said single-occupancy hotel accommodation, including all taxes, upon presentation to the auditor-controller of a receipt from the hotel concerned.
 - a. Notwithstanding subsection B.1. above, employees attending a County-sponsored conference will be reimbursed for receipted lodging, plus taxes, when the lodging is contracted by the County sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate at the designated hotel;
 - b. Notwithstanding subsection B.1. above, employees attending a non-County-sponsored conference will be reimbursed for receipted lodging, plus taxes, when the lodging is contracted by the conference sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate at the designated hotel.
2. Unless approved by the chief administrative officer, meals shall not be allowed in the county of Los Angeles except under the following circumstances:
 - a. Persons permanently assigned to duty on Catalina Island shall be allowed meals and lodging when ordered by the department head to temporary duty elsewhere in the county, provided such persons are required to remain at the temporary work location overnight,
 - b. Persons permanently assigned to duty in the mountains or in the Antelope Valley shall be allowed meals and lodging when ordered by the department head to temporary duty elsewhere in the county, provided such persons are required to remain at the temporary work location overnight,
 - c. Persons permanently assigned to duty other than in the mountains, in the Antelope Valley, on Catalina Island or in the Santa Clarita Valley shall be allowed meals and lodging when ordered by the department head to temporary duty at Catalina Island, in the mountains, in the Antelope Valley, or in the Santa Clarita Valley, provided such persons are required to remain at the temporary work location overnight,

d. Legislative representatives of the chief administrative office permanently assigned to duty in Washington, D.C. or Sacramento shall be allowed meals, lodging and transportation expenses in Los Angeles County as approved by the chief administrative officer when ordered by the department head to travel to Los Angeles to consult with county officials,

e. Candidates for employment with the county of Los Angeles, special examiners, or subject-matter experts, when they are approved by the chief administrative officer or director of personnel to travel for the examination process;

3. A person traveling by privately owned vehicle or county car shall be allowed actual necessary travel time and meals not to exceed one day each way en route; actual necessary lodging not to exceed one day each way en route if the destination is more than 500 highway miles from headquarters, or as would otherwise be reasonable under the circumstances.

C. The actual cost of portage, not to exceed \$1.00 per day. (Ord. 2006-0003 § 2, 2006; Ord. 2000-0034 § 1, 2000; Ord. 99-0026 § 3, 1999; Ord. 94-0011U § 1, 1994; Ord. 91-0044 § 4, 1991; Ord. 87-0007 § 2, 1987; Ord. 84-0240 § 2, 1984; Ord. 82-0251 § 1, 1982; Ord. 12108 § 1 (part), 1980; Ord. 12084 § 1, 1980; Ord. 12020 § 1, 1979; Ord. 11327 § 1, 1976; Ord. 11139 § 1, 1975; Ord. 10936 § 1, 1974; Ord. 9729 §§ 1 and 2, 1969; Ord. 9005 §§ 1 and 2, 1966; Ord. 7562 § 1, 1959; Ord. 5867 § 1, 1956; Ord. 5236 § 2 (part), 1948; Ord. 4099 Art. 3 § 48.3, 1942.)

II. Paragraph 5.40.095 Maximum travel, meal, lodging and incidental expense reimbursement rates

The auditor-controller shall adjust maximum travel, meal, lodging and incidental expense reimbursement rates based upon annual changes in the National Consumer Price Index (CPI) published by the Bureau of Labor Statistics of the United States Department of Labor. Such adjustments shall be made effective February 1, 1983, based upon the published percentage change in the CPI between December, 1981 and December, 1982. Subsequent adjustments shall be made effective on February 1st of each year thereafter, based upon the published percentage change in the CPI during the preceding calendar year, provided that such percentage change exceeds three percent. If the published percentage change in a calendar year is less than three percent, that percentage change shall be cumulated with the published percentage change in the following calendar year(s) until such time as the cumulative percentage change exceeds three percent, at which time adjustments shall be made to reflect the total cumulative percentage change. Such adjustments in maximum travel reimbursement rates shall be rounded to the nearest quarter dollar. (Ord. 82-0251 § 3, 1982.)